



County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
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**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

May 21, 2013

23 May 21, 2013

*Sachi A. Hamai*  
 SACHI A. HAMAI  
 EXECUTIVE OFFICER

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 500 West Temple Street  
 Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD FIVE REFUGEE EMPLOYMENT PROGRAM SERVICES  
 CONTRACTS  
 (ALL DISTRICTS - 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) seeks to execute contracts with five contractors for the provision of Refugee Employment Program (REP) case management services and Older Refugee Discretionary Grant (ORDG) services. The new contracts will allow DPSS to continue to provide services to the County's refugee population.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DPSS or her designee to prepare and execute contracts, in substantially similar form to Enclosure I, with the five agencies in the amounts indicated on Enclosure II, effective upon Board approval or June 1, 2013, whichever is later, through June 30, 2016. The estimated total cost for the term of the five contracts is \$7,348,000. The estimated cost for Fiscal Year (FY) 2012-13 is \$194,740 and for FY 2013-14 is \$2,398,800. Such amounts are included in the Department's FY 2012-13 budget and FY 2013-14 recommended budget. The estimated cost of the five contracts for FY 2014-15 and FY 2015-16 is \$2,401,440 and \$2,353,020, respectively and will be included in the Department's budget requests. The Director of DPSS will notify the Board and the Chief Executive Office (CEO) in writing within ten business days after execution.
2. Delegate authority to the Director of DPSS or her designee to prepare and sign amendments to the contracts to update terms to reflect County, State or federal regulations or policies, to increase or decrease the contract amounts by no more than ten percent of the maximum contract amount, to support program service changes. The approval of County Counsel and the CEO will be obtained

prior to executing such amendments and the Director of DPPS will notify the CEO within ten business days after execution.

3. Delegate authority to the Director of DPSS or her designee to prepare and sign amendments to the contracts to increase or decrease amounts based on the implementation and/or the elimination of federal Sequestration cuts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will allow DPSS to continue vital REP services to the County's refugee population that consists of; 1) CalWORKs, Refugee Cash Assistance and General Relief refugees; 2) non-citizens who are victims of human trafficking, domestic violence and other serious crimes; and 3) refugees not aided through a public assistance program. The REP contractors deliver services to individuals and families to ensure their needs are met in order to obtain and retain employment while becoming acclimated to their new environment. REP services include acculturation, employment, training, educational and non-traditional specialized services.

In addition, the recommended action will allow DPSS to continue to provide specialized services to refugees aged 60 years and older under ORDG. Services include senior networking groups as well as English and citizenship classes (collectively referred to as Senior Networking services).

The current contracts expire on June 30, 2013.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1: Maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

REP case management services for all refugee populations, except the noncitizen victims of human trafficking, domestic violence and other serious crimes, are funded by Refugee Social Services (RSS) and Targeted Assistant (TA) funds. RSS/TA funds are 100 percent federally-funded. Services for noncitizen victims of human trafficking, domestic violence and other serious crimes are fully funded by State funds under the Trafficking and Crime Victims Assistance Program. There is no net County cost (NCC). The estimated cost for REP case management services of \$194,740 for June 2013 is included in the FY 2012-13 Adopted Budget. The estimated annual cost of REP case management services for the subsequent years is \$2,336,880.

Senior Networking services for refugees aged 60 years and older are funded by ORDG funds which are 100 percent federal. There is no NCC. The ORDG funding allocation is estimated at \$142,620 for the period of July 1, 2013 through September 30, 2015.

Funding for FY 2013-14 of \$2,398,800 for REP case management and ORDG is included in the Department's FY 2013-14 recommended budget. Funding for subsequent years is contingent upon the actual allocation received, and will be included in the Department's future budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Refugee Act of 1980 created the Federal Refugee Resettlement Program to provide for the effective resettlement of refugees and to assist them to achieve economic self-sufficiency after arrival in the United States. The new contracts have a monthly flat fee and do not include a Cost of Living Adjustment provision. The contracts include performance outcomes that measure contractors' performance in the areas of employment, work participation, and sanctions.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contracts provide for termination by the County with a 30-calendar day written notice prior to termination, should termination be in the County's best interest.

The contractors will not be asked to perform services which will exceed the contracts' rates, scope of work or contract term.

County Counsel and the CEO have reviewed this Board letter and the contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On March 5, 2012, DPSS released the Request for Proposals (RFP) for Refugee Employment Services. The RFP was advertised in the following newspapers: Acton/Agua Dulce News, Compton Bulletin, Daily News, La Opinion, L.A. Bulletin, Nuestra Comunidad/Lynwood Journal, Los Angeles Times, and San Gabriel Valley Tribune. Announcements were mailed to 73 agencies on the DPSS bidders' list. The RFP was also posted in the LA County Doing Business with Us website and the DPSS Contract Opportunities website.

The RFP permitted vendors to submit separate proposals for each of the five REP service areas and limited contract awards to a maximum of two service areas per vendor. DPSS received 22 proposals from seven vendors. Five of the seven vendors are current REP contractors. During Phase I of the evaluation process, the proposals were reviewed to determine whether the minimum requirements were met. DPSS disqualified one proposal because it did not meet the minimum requirements. The agency failed to comply with the submission requirements in the RFP, including submission of adequate financial statements.

The remaining 21 proposals from six vendors were provided to the Evaluation Committee for Phase II of the evaluation process and scoring. The Evaluation Committee utilized the informed averaging process, scoring each proposal according to the criteria set forth in the RFP.

Based on the result of the evaluation of the proposals, DPSS is recommending that the contracts be awarded to five proposers, one per service area as listed in Enclosure II. Service interruptions due to a contractor having financial or other problems would be minimized if no one agency had more than one service area. The sixth proposer filed a request for a County Review Panel. The County Review Panel sustained the Department's recommendation.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired. There is no change in risk

The Honorable Board of Supervisors

5/21/2013

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exposure to the County.

**CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:loh

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Deputy Chief Executive Officer



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SERVICE PROVIDER Name**

**FOR  
REFUGEE EMPLOYMENT PROGRAM SERVICES  
IN SERVICE AREA xx**

**CONTRACT NUMBER:** \_\_\_\_\_

**Prepared By  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411**

**June 1, 2013**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SERVICE PROVIDER NAME  
FOR REFUGEE EMPLOYMENT PROGRAM SERVICES**

This Contract and its Exhibits are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may contract with public or private businesses for Refugee Employment Program (REP) services when certain requirements are met; and

WHEREAS, the Contractor is a private firm desiring to participate in said program and is qualified by reason of experience, preparation, organization staffing and facilities to provide REP Services to refugees who are aided under California Work Opportunities and Responsibility to Kids (CalWORKs), Refugee Cash Assistance (RCA), and General Relief (GR); non-citizens who are victims of human trafficking, domestic violence and other serious crimes in accordance with the Trafficking and Crime Victims Assistance Program and refugees who are not aided through a public assistance program as set forth hereunder, and

WHEREAS, the County has a need for REP services in the Los Angeles County, has determined that it is legal to contract with Contractor for REP services; and

WHEREAS, this Contract is authorized by California Government Code Sections 26227 and 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, and HH are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be

resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Technical Exhibits
- 1.3 EXHIBIT C Contractor's Budget
- 1.4 EXHIBIT D Contractor's EEO Certification
- 1.5 EXHIBIT E Contractor's Non-Discrimination in Services Certification
- 1.6 EXHIBIT F Determinations of Contractor Non-Responsibility and Contractor Debarment
- 1.7 EXHIBIT G Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)
- 1.8 EXHIBIT H Certification of No Conflict of Interest
- 1.9 EXHIBIT I Contractor Assurance of Compliance of Civil Rights Resolution Agreement with the Los Angeles County Department of Public Social Services
- 1.10 EXHIBIT J Attestation of Willingness to Consider GAIN/GROW/REP Participants
- 1.11 EXHIBIT K Background and Resources: California Charities Regulation
- 1.12 EXHIBIT L Charitable Contributions Certification
- 1.13 EXHIBIT M Contractor, Employee and Non-Employee Acknowledgement & Confidentiality Agreement
- 1.14 EXHIBIT N Jury Service Ordinance Title 2 Administration
- 1.15 EXHIBIT O County of Los Angeles Contractor Employee Jury Service Program Certification Form & Application for Exception
- 1.16 EXHIBIT P Defaulted Property Tax Reduction Program
- 1.17 EXHIBIT Q Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.18 EXHIBIT R Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996(HIPAA) and Health Information Technology for Economic and Clinical Health Act
- 1.19 EXHIBIT S Contractor's Certification of Office Location
- 1.20 EXHIBIT T Administration of Contract – County
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- 1.26 EXHIBIT Z Civil Rights Complaint – Contractor Form and Flowchart.....
- 1.27 EXHIBIT AA Internal Revenue Service Notice 1015
- 1.28 EXHIBIT BB The California's Safely Surrendered Baby Law
- 1.29 EXHIBIT CC Older Refugee Discretionary Grant Request for Services Form

- 1.30 EXHIBIT DD Older Refugee Discretionary Grant Senior Networking and ESL Civics Enrollment List
- 1.31 EXHIBIT EE Older Refugee Discretionary Grant Senior Networking and ESL Civics Attendance Sheet
- 1.32 EXHIBIT FF Older Refugee Discretionary Grant Adjustment of Alien Status and Citizenship Application Services Participant Sign-In Sheet
- 1.33 EXHIBIT GG Older Refugee Discretionary Grant Senior Transportation Log
- 1.34 EXHIBIT HH Older Refugee Discretionary Grant Subject Materials Log

This Contract and the Exhibits attached hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.5 – Change Notices and Amendments.

## 2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL)** is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.
- 2.2 **Active Case/Participant** is defined as a Case Participant in a registered status for at least one day in the report month.
- 2.3 **Actual Costs** refers to amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted for applicable variances.
- 2.4 **Advance Issuance** refers to supportive services issuances that Participants are entitled to receive prior to the start of their assigned REP component. It must be issued in advance to prevent the Participants from using personal funds to finance transportation, child care, and/or ancillary expenses.
- 2.5 **Amerasians** are persons of American and Asian descent. The term is used more often to refer to a person whose mother is Asian and whose father is

American. Traditionally, the term “Amerasian” refers to children from Vietnam.

- 2.6 **Ancillary/Work-Related Expense** refers to the cost of items and services necessary for participation in a REP activity or to accept/retain employment.
- 2.7 **Appeals and State Hearing (ASH)** means a third party serves as the liaison on the State Hearing case decisions made on Participants appeals related to their cases.
- 2.8 **Asylees** also meet the definition of "refugee". However, asylees are individuals, who, on their own, travel to the United States, apply for and receive a grant of asylum. These individuals do not enter the United States as refugees. They may enter as students, tourists, businessmen or without papers. Once they are in the United States, or at a land border or port of entry, they apply to the USCIS (United States Citizenship and Immigration Services) for asylum, a status that will acknowledge that they meet the definition of a refugee and that will allow them to remain in the United States. Individuals granted asylums are eligible for ORR assistance and services.
- 2.9 **Asylum** is the protection granted by a nation to a person who cannot return to their home country for fear of prosecution
- 2.10 **Auditor-Controller (A-C)** is the Los Angeles County Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.
- 2.11 **Barriers** mean personal or other problems/issues that interfere with participation, employment, job search and/or retention.
- 2.12 **Baseline** is a standard of comparison, in which specific program fiscal year data, prior to contract execution, is used as a basis to assess a later fiscal year's specific program performance measure.
- 2.13 **Board of Supervisors** is the governing body of the County of Los Angeles.
- 2.14 **Budget** is the document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
  - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).

- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.15 **Business Days** are defined as Monday through Friday, excluding County holidays.
- 2.16 **CalFresh Refugees** refers to Refugees who are receiving food stamps only. CalFresh is the new term of Food Stamp program in California. CalFresh is a program established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. Refugees are eligible for CalFresh benefits once they meet certain income qualifications.
- 2.17 **California Work Opportunity and Responsibility to Kids (CalWORKs)** provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size.
- 2.18 **Caseload** means the number of cases assigned to a Contractor.
- 2.19 **Cause Determination** is an investigation of good cause when a Participant fails or refuses to meet program requirements.
- 2.20 **Civil Rights Section** is a section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment. This section will investigate all complaints against the Contractor's Case Management and Training staff.
- 2.21 **Compliance Plan** means a written plan developed during the Cause Determination interview to correct the instance of non-compliance.
- 2.22 **Contract** is this Agreement that is a formal, legally binding agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.23 **Contract Close-out Report** means a last income statement report (final fiscal close-out report), to be submitted in the form and manner designated by the County Contract Administrator (CCA), with a deadline to be announced for the REP Program, including the reporting of expenses and accruals through the end of the contract term.
- 2.24 **Contract Discrepancy Report (CDR)** means the report that is issued when the performance of the Contractor is unacceptable, Contractor failed to adhere to the Contract Terms and Conditions, and/or when the number of

discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the AQL.

- 2.25 **Contract Management Division (CMD)** means the Department of Public Social Services' Division responsible for the Contract.
- 2.26 **Contractor** means the sole proprietor, partnership, or corporation that has entered into this Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.27 **Contractor Contract Manager (CCM)** means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.28 **County** means the County of Los Angeles, a body corporate and politic, and political subdivision of the State of California, and where appropriate herein, "County" refers to Board of Supervisor, the governing body of the County, or any duly authorized management representative as herein defined.
- 2.29 **County Contract Administrator (CCA)** means the person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.30 **Cuban-Haitian Entrants** also meet the definition of "refugee". ORR (Office of Refugee Resettlement) defines Cuban and Haitian entrants as:
- (a) Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided; and
  - (b) Any other national of Cuba or Haiti
    - (1) Who:
      - (i) Was paroled into the United States and has not acquired any other status under the Immigration and Nationality Act;
      - (ii) Is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or
      - (iii) Has an application for asylum pending with the Immigration and Naturalization Service; and
    - (2) With respect to whom a final, non-appealable, and legally enforceable order of deportation or exclusion has not been entered.

- 2.31 **Date of Entry** represents the date in which refugees are eligible to begin receiving ORR Services. In regards to asylees, it represents the date in which asylum was granted and the month in which they can receive ORR services.
- 2.32 **Day(s)** means calendar day(s) unless otherwise specified.
- 2.33 **Department of Public Social Services** means the Los Angeles County department that's responsible for providing social and financial services to eligible persons in the County of Los Angeles.
- 2.34 **Deregistration** means the closure of a case on GEARS (GAIN Employment Activity and Reporting System), it may occur manually or automatically.
- 2.35 **Director** means the Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).
- 2.36 **Educational Services** include academic or vocational training components and/or activities that enhance the existing marketable skills of the REP Participant. These program component/activities will lead to gainful employment.
- 2.37 **Employment Authorization Documents** means documents that establish identity and employment eligibility. The Form I-9 Employment Eligibility Verification document, issued by the USCIS with a refugee or asylee stamp is considered an unexpired employment authorization document.
- 2.38 **Employment Services** means job-related components and/or activities that promote and enhance job seeking/interview skills designed to aid REP Participants in attaining gainful employment, as well as job retention.
- 2.39 **Exemption** is a condition or circumstance, which temporarily excludes a Participant from participating in a welfare-to-work activity for as long as the condition or circumstance continues to exist. The exemption is subject to frequent review.
- 2.40 **Family Appraisal & Family Self-Sufficiency Plan** is a strength-based conversation between a Contractor Refugee Case Manager and a REP Participant to discuss the strengths and human services needs of the Participant's family.
- 2.41 **Family Appraisal Tool** means a tool designed to support a strength-based, family-focused, Participant-guided, and open-ended conversation with all REP Participants/families.

- 2.42 **Family-focused** means an approach that allows the human services professional to provide services to all family members.
- 2.43 **Fiscal-Year (FY)** means the 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.44 **Full-Time Employment** means working at least thirty (30) hours per week for a single head of household and thirty-five (35) hours a week for a two parent household, in a job for a salary which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.
- 2.45 **GAIN Program Division (GPD)** means a Division within DPSS assigned the responsibility for administration of the GAIN (Greater Avenues for Independence) Program and the Refugee Employment Program (REP). This Division may also provide technical assistance to Contractors, when necessary, to ensure that GAIN/CaWORKs program requirements are met.
- 2.46 **GAIN Program Handbook** means a document which details the policies and procedures for delivering case management services to Los Angeles County CaWORKs Participants. The content reflects State and Federal laws and regulations, and subsequent updates.
- 2.47 **GAIN Services Worker (GSW)** means the employee of the Department of Public Social Services GAIN Line Operations who directly provides case management to GAIN program Participants.
- 2.48 **GEARS** is the acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system used to support the GAIN and REP program in Los Angeles County by tracking Participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.
- 2.49 **General Relief (GR)** is a County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for Federal or State programs.
- 2.50 **Good Cause** means an approved good reason, as defined by the County, for a Participant who has failed or refused to participate or was non-responsive in a REP activity. A number of good cause reasons can excuse an individual from participating in REP for an extended period of time.
- 2.51 **Greater Avenue for Independence (GAIN)** means the Department of Public Social Services Welfare-to-Work program which focus on education and training for welfare families to prepare them for job readiness.

- 2.52 **Issuance Review Team/County Issuance Approval Team (CIA Team)** means County staff that approves transportation and ancillary request for contracted offices.
- 2.53 **Job Placement Rate** shall be the ratio of the job placement count to the REP caseload in any given month.
- 2.54 **Job Placement Count** is the sum of all REP registered Participants who are placed in employment in a given month. Placement occurs when either of the following two things happens:
- A REP registered Participant enters full-time or part-time employment with a new employer during the month and is entered into REP Computer System. Only one entered employment is counted in a given quarter.
  - A newly REP referred Participant who is employed due to the attainment of unsubsidized employment is entered into REP Computer System. Neither subsidized employment nor a grant-diversion community service assignment will be counted as a placement.
- 2.55 **Job Search** means activities performed by the REP Participants, utilizing resource areas, to develop job leads and schedule interviews, network with potential employers, work with job developers to obtain referrals and expand Job Search activities.
- 2.56 **Job Services** includes job skills workshops that focus on job seeking/interview skills, activities designed to promote motivation and self-esteem, and job search.
- 2.57 **LEADER** is the acronym for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER). It is an individual Participant based, fully integrated, on-line, interactive Graphical User Interface system. The LEADER system automatically determines eligibility, issues benefits for CalWORKs, General Relief, CAPI, Food Stamps and Medi-Cal programs, and provides supportive functions and interfaces.
- 2.58 **Matching Grant Program** is administered by the Office of Refugee Resettlement (ORR) and is an alternative program to public assistance designed to make refugees self-sufficient within four (4) months from the date of entry into the U.S. The program is funded on a calendar year basis. Eligible grantees are Voluntary Agencies able to coordinate comprehensive multilingual, multicultural services for refugees at local sites among other requirements. Clients eligible to be served under this program are refugees,

certain Amerasians, Cuban and Haitian entrants, asylees, and victims of a severe form of trafficking. Enrollment must be completed within thirty-one (31) days of eligibility for the program.

2.59 **Monitoring Discrepancies** means results of Contract monitoring substantiating the Contractor failed to meet the minimum standard for one or more Performance Requirements listed on the PRS.

Major vs. Minor Discrepancies:

**Major**

- Discrepancies that subject Contractor to recommendation to Board of Supervisors for Contract suspension or termination.
- Findings that require the approval of an HSA/ASM III or higher (may also include a fiscal penalty).
- Findings that Contractor failed to meet the Performance Outcome Measures(s).

**Minor**

- All other discrepancies.

2.60 **Monthly Management Report (MMR)** means the report that the Contractor will provide to the County monthly to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with the Specific Task requirements detailed in Subsection 7.11.

2.61 **Mutual Assistance Associations (MAAs)** are community based organizations, comprised of refugees, for the specific purpose of providing assistance to other refugees. The MAAs provide services such as English language training, youth development, employment counseling, social adjustment services, cultural preservation and information, referral services, and address unique cultural needs of that community. These organizations provide a vital link to avenues of assistance for refugees.

2.62 **National Voluntary Resettlement Agencies (RAs)** provide resettlement assistance and are initially the sponsor of a refugee entering the United States. There are twelve (12) major RAs which contract with the Department of State to provide services such as reception, basic orientation, counseling, food, shelter and health services to refugees. The RAs act as referral sources to the appropriate local agencies for employment and English language training.

2.63 **Nepotism** means favoritism shown to close relatives and closely related employees. Close relatives and closely related employees include their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half brother, half sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners,

unregistered domestic partners (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee.

2.64 **Non-Aided Refugees** means Refugees who are not receiving any cash, medical, and/or nutrition assistance.

2.65 **Non-citizen victims of a serious crime** are defined as aliens who -

- A. have suffered substantial physical or mental abuse as a result of having been victims of criminal activity involving, or similar to, the following violations: rape; torture; trafficking; incest; domestic violence; sexual assault; abusive sexual contact; prostitution; sexual exploitation; female genital mutilation; being held hostage; peonage; involuntary servitude; slave trade; kidnapping; abduction; unlawful criminal restraint; false imprisonment; blackmail; extortion; manslaughter; murder; felonious assault; witness tampering; obstruction of justice; perjury or attempt; conspiracy or solicitation to commit any of the above mentioned crimes; and,
- B. possess information concerning criminal activity (or in the case of an alien child under the age of 16, the parent, guardian, or adult representing the child); and
- C. have been helpful, are being helpful, or are likely to be helpful to a federal, state, or local law enforcement official, prosecutor, or judge or to other federal, state, or local authorities investigating or prosecuting criminal activities described above (or in the case of an alien child under the age of 16, the parent, guardian, or adult representative of the alien is helpful).

2.66 **Notice of Action** means a written notice sent to Participants when there is an approval, change, or denial of request for services.

2.67 **Office of Refugee Resettlement (ORR)** advises the Secretary of U.S. Department of Health and Human Services (HHS) through the Assistant Secretary for Children and Families on matters relating to refugee resettlement, immigration, and repatriation. ORR plans, develops and directs implementation of a comprehensive program for domestic refugee and entrant resettlement assistance. It develops, recommends, and issues program policies, procedures and interpretations to provide program direction. ORR monitors and evaluates the performance of states and other public and private agencies in administering these programs and supports actions to improve them. It provides leadership and direction in the development and coordination of national public and private programs that provide assistance to refugees, entrants, unaccompanied alien minors, and other immigrants.

- 2.68 **Older Refugee Discretionary Grant (ORDG)** is a three-year competitive grant from ORR to provide refugees 60 years of age or older with Senior Networking and English as a Second Language Civic classes, naturalization and citizenship services, and access to mainstream senior services in the community to help increase independent living.
- 2.69 **Participant** is a person who receives REP benefits and services, (i.e., a client).
- 2.70 **Part-Time Employment** means working less than thirty (30) hours per week for a single head of household and under thirty-five (35) hours a week for a two-parent household, in a job for wages which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.
- 2.71 **Participant-Guided** means a holistic approach that allows the Participant and/or family member the opportunity to express their feelings, ideas, and concerns in a positive or negative manner, regarding their experience since arriving in this country, their expectations, to striving for self-sufficiency to the RCM without judgment.
- 2.72 **Performance Outcome Measures** means the outcomes that are used to measure Contract performance. Performance Outcome Measures are the intended result that will occur from carrying out the program/activity that is being contracted (e.g. Participants placed in employment).
- 2.73 **Performance Requirements Summary (PRS)** means the Contract requirements that are considered most critical to acceptable performance and are on the Performance Requirements Summary (PRS). Each performance requirement has a minimum acceptable standard and may also have a range from which the Contractor's performance may deviate.
- 2.74 **Post Employment Services (PES) and Job Retention Services (JRS)** are designed to help Participants stay employed and attain a better job with wages which enable self-sufficiency from CalWORKs/public assistance dependency. The goal is to provide Participants with the information, resources, and tools to retain unsubsidized employment; improve career potential; and to achieve economic self-sufficiency at a living wage prior to exhausting their 48-month lifetime limit.
- 2.75 **Post Time-Limited Services (PTL)** means employment related services received during the twelve (12) months following the CalWORKs Participant reaching his/her 48-month lifetime-limit.

- 2.76 **Public Contact Staff** means any staff whose position requires him/her to communicate with the public (such as refugees, asylees, and program Participants) during the course of their assigned function.
- 2.77 **Quality Control Program** means all necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.78 **Random Sample** means a standardized method devised by the County for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor Contractor's performance in providing the required services.
- 2.79 **Refugee** is primarily defined as any person who is outside any country of such person's nationality or, in the case of a person having no nationality, is outside any country in which such person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.
- 2.80 **Refugee Case Manager (RCM)** is responsible for motivating refugee Participants toward employment and self-sufficiency in REP.
- 2.81 **Refugee Cash Assistance (RCA)** provides cash assistance benefits to needy refugees for a maximum of eight (8) months following arrival in the U.S. without financial resources. This refugee assistance, if needed, is paid entirely from federal funds through ORR.
- 2.82 **Refugee Employment Program (REP)** provides outreach, case management, employment, training and placement services to refugees in the United States less than five years (excluding any Federal waivers), and asylees, to adjust and adapt to the American workplace, learn English, find employment, and ultimately achieve self-sufficiency to end their dependence on welfare.
- 2.83 **Refugee Social Services (RSS)** helps refugees become self-supporting as quickly as possible. ORR provides RSS funding to State governments and private, non-profit agencies which are responsible for providing services, such as English language and employment training. Refugees receiving cash and medical assistance are required to be enrolled in employment services and to accept offers of employment. Social services are also provided through a variety of ORR grant initiatives that focus on special needs of refugees. RSS funds (formula grants) vary according to each

state's proportion of refugee arrivals during the previous three fiscal years. In addition to refugees and asylees, Cuban/Haitian entrants, Amerasians from Vietnam, victims of a severe form of human trafficking who have received certification or eligibility letters from ORR and specified family members of trafficking victims are eligible for RSS services.

- 2.84 **Refugee Program Bureau (RPB)** is under the direction of the Child Care and Refugee Programs Branch, Welfare to Work Division of the California Department of Social Services (CDSS). The RPB has responsibility for managing and coordinating the delivery of benefits and services to the refugee and entrant populations in California. The RPB administers the Refugee Resettlement Program (RRP) and the Cuban/Haitian Entrant Program within the pertinent Federal Guidelines and funding constraints and the State Plan.
- 2.85 **Resource and Referral Agency (R&R)** means an Agency that a Contractor uses to refer participants to license child care providers.
- 2.86 **Sample Size** means the number of units or services to be checked in a given time period.
- 2.87 **Sanction** means a penalty consisting of a reduction in the family's grant by removing a non-complying Participant from the assistance unit (AU) for a period of time. The term "sanction" applies when a Participant fails or refuses, without good cause, to participate in a mandated activity associated with CalWORKs and RCA requirements.
- 2.88 **Scope of Work/Statement of Work** means Exhibit A, Statement of Work to this Contract and Exhibit B, Technical Exhibits included under this Contract.
- 2.89 **Self-sufficiency** is a level at which a Participant has the skills and ability to be economically independent and has obtained a steady source of income that removes the need for public assistance.
- 2.90 **Served Participant** is defined as the Participant that meets the County's established criteria for billing purposes.
- 2.91 **Service Office** means a site where the Contractor will provide services to Participants as described in this Contract, Exhibit S.
- 2.92 **Special Immigrant Visa Holder (SIV)** is defined as A. Religious Worker; B. Panama Canal Company Employee, Canal Zone Government Employee, U.S. Government in the Canal Zone Employee; C. Physician; D. International Organization Employee or Family Member; E. Juvenile Court Dependent; F. Armed Forces Member; G. Afghanistan or Iraq national who supported the U.S. Armed Forces as a translator; H. Iraq national who

worked for or on behalf of the U.S. Government in Iraq or I. an Afghan national who worked for or on behalf of the U.S. Government in Afghanistan.

- 2.93 **Specialized Supportive Services (Welfare-to-Work Activities)** means Domestic Violence, Substance Abuse, and Mental Health Services which are provided to CalWORKs Participants in an effort to help them overcome employment barriers. The following services are available:
- Domestic Violence services include, but are not limited to, help with leaving an abusive household, emergency shelter, individual and group counseling, case management, developing healthy parent-child relationships, legal services (i.e. preparation of restraining orders, child custody, visitation, divorce, and child and spousal support, and immigration issues).
  - Substance Abuse services include, but not limited to, detoxification program, residential treatment, crisis intervention, individual or group and family counseling and case management.
  - Mental Health services include, but are not limited to, help getting through a crisis, individual or group therapy, rehabilitation services, medication support and counseling, and case management.
- 2.94 **Standard** means a minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.95 **Strength-based** is an approach to working with families, in which RCM will place the primary focus on the positive family assets disclosed in the family assessment and affirm those favorable resources that may address the barriers within the family household.
- 2.96 **Subcontractor** means an individual or business firm contracted with Contractor to perform all or part of the work defined in Statement of Work, Exhibit A, to this Contract. Use of Subcontractor is subject to the provision set forth in Contract Subsection 8.57.
- 2.97 **Subsidized Employment** means employment in which the Welfare-to-Work Participant's employer is partially or wholly reimbursed for wages and/or training costs.
- 2.98 **Supportive Services** include transportation, child care and work/training related costs, e.g., tools, books, school fees, uniforms, and work clothing. Participants must be participating in GAIN to qualify.
- 2.99 **Targeted Assistance (TA)** is a program that targets additional resources to communities facing extraordinary resettlement problems because of a high concentration of refugees and a high use of public assistance by the

resident refugee population. Special efforts are directed to those refugees who depend upon public assistance.

- 2.100 **Temporary Assistance for Needy Families (TANF)** is the name of the Federal welfare reform program to provide time limited assistance to needy families and assist them to transition from Welfare-to-Work.
- 2.101 **Transition Period** is defined as the period between Contract start date and direct services start date. The transition period will be used to transfer current REP cases to the new Contractor and to provide training to Contractor's staff.
- 2.102 **Unspent Funds** are any funds received by a Contractor in excess of actual costs each Fiscal Year.
- 2.103 **Unsubsidized Employment** means employment in which the Welfare-to-Work Participant's employer is not partially or wholly reimbursed for wages and/or training costs.
- 2.104 **Victim of a Severe Form of Trafficking** is defined as -
- A. sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained eighteen (18) years of age; or
  - B. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 2.105 **Wage Rate** means the average initial (entry level) hourly wage paid for all Participants who enter employment in a given month.
- 2.106 **Welfare-to-Work (WtW)** refers to the employment services and training aspect of CalWORKs. Under REP, refugees receive work-related services as part of Welfare-to-Work.
- 2.107 **Welfare-to-Work (WtW) Plan** means a plan developed with the Participant based assessment in mind. The plan includes specific activity assignments, the hours of participation and services required that will move the Participant into unsubsidized employment. Approved work activities include: unsubsidized employment, on-the-job training, job search, and job readiness assistance, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment service, and educational and job skills training directly related to employment.

### **3.0 SCOPE OF WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Contract, including but not limited to, what is set forth in Exhibit A, Statement of Work.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of the Contract shall commence upon approval by the Board of Supervisors and upon execution by the parties, or June 1, 2013, whichever is later and end on June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contract is subject to the County's right to terminate earlier for convenience, which may include non-appropriation of funds, substandard performance of the Contractor, or whenever the County deems, in its sole discretion, to be in the County's best interest. The County may also terminate due to default of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding the REP, and changes that eliminate or substantially reduce the County's legal requirements for the REP.
- 4.4 The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit T – Administration of Contract - County.

### **5.0 CONTRACTOR PAYMENT**

#### **5.1 Basic Compensation**

The Contractor will be compensated a monthly flat fee for providing all aspects of the requirements of this Contract, including, but not limited to Exhibit A, Statement of Work, Exhibit B, Technical Exhibits and Exhibit C, Contractor's Budget. The monthly flat fee for REP case management services is \$\_\_\_\_\_ per month for the term of the contract. The monthly flat fee for ORDG services is \$900 per month for the period of July 1, 2013 through September 30, 2013. The monthly flat fee for ORDG services is \$1076 per month for the period of October 1, 2013 through September 30, 2015.

Payment to the Contractor will be made in arrears on a monthly basis at the monthly flat fee. The Contractor invoice amount could be subject to performance fiscal deductions as specified in this Contract. The County reserves the rights to request any additional supporting documents from the Contractor to approve payments on an as needed basis.

## **5.2 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator (CCA) prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## **5.3 Maximum Contract Amount**

The maximum amount of this Contract is \$\_\_\_\_\_ for the term of the Contract. The total maximum amount is conditioned on the continuing availability of Refugee Social Services/Targeted Assistance/Trafficking and Crime Victims Assistance Program (TCVAP) funds as well as Older Refugee Discretionary Grant. The second and third year funding will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

Contractor shall not be paid for any Contract expenditures that exceed the maximum Contract amount and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures that exceed the maximum contract amount. Any expenditure that exceeds the maximum contract amount shall become the fiscal responsibility of Contractor.

Contractor shall not exceed each Fiscal Year's (FY) annual budgeted amount and shall not roll-over unspent money to the following FY. Any expenditure that exceeds the annual budget amount shall become the fiscal responsibility of the Contractor. The maximum annual contract amount for each FY shall be as follows:

**Refugee Employment Program (REP) Services:**

FY 2012-13	\$ _____	(__ months)
FY 2013-14	\$ _____	
FY 2014-15	\$ _____	
FY 2015-16	\$ _____	(__ months)

**Older Refugee Discretionary Grant (ORDG) Services:**

FY 2013-14	\$ <u>2,700</u>	(July 2013 – September 2013)
FY 2013-14	\$ <u>9,684</u>	(October 2013 – June 2014)
FY 2014-15	\$ <u>12,912</u>	(July 2014 – June 2015)
FY 2015-16	\$ <u>3,228</u>	(July 2015 – September 2015)

These fiscal year amounts are contingent upon the availability of funds.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Payment Limitation**

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, shall occur only with the County’s express prior written approval.

**5.6 Payment Processing**

Payment to the Contractor will be made monthly in arrears at the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. County will not be liable for invoices submitted

more than one year after services are rendered. Contractor will not be reimbursed by the County for those services.

**5.6.1** Contractor shall prepare and submit a monthly invoice for REP Services using Sample Contractor Monthly Invoice, Exhibit X. Each invoice shall be submitted in an original and one copy, along with the Monthly Management Report (MMR) and supporting documentation, to the County Contract Administrator (CCA) within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Invoice shall be sent to County Contract Administrator (CCA) listed on Exhibit T.

**5.6.2** The County shall review the invoice/attachments and make payment adjustments as allowed by Contract (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within 30 days from receipt of an invoice that is accurate as to form and content.

**5.6.3** For invoicing purposes, the Contractor shall clearly identify this Contract as "REP Services" and "ORDG Services".

5.6.3.1 For the REP case management invoice, Contractor shall identify REP participants into 1) RSS, 2) TA, and 3) human trafficking/domestic violence/other serious crime due to different funding sources.

5.6.3.2 Contractor shall submit a separate monthly invoice for ORDG services due to different types of services and funding sources.

**5.6.4** The County may delay the last payment due hereunder until six (6) months after the termination of the Contract. The Contractor shall be liable for payment on 30 days written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.

**5.6.5** Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

**5.6.6** The County shall not be liable for billings submitted one year or more after any services rendered under this Contract.

**5.6.7** Certified Local Small Business Enterprises (SBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.7 Fund Reallocation**

**5.7.1** Contractor shall advise County in writing of any substantive deviations or reallocation of line item costs from Contractor's Budget. Contractor may, with County's written approval, reallocate funds among each of the major cost categories listed in Contract, Exhibit C, Contractor's Budget to a maximum of 15% of each part, not to exceed the Contract annual cost that was originally established at the start of this Contract.

**5.7.2** A request for the reallocation of funds shall be limited to once per the Term of this Contract.

**5.7.3** Reallocation of funds by Contractor by more than 15% between the major cost categories requires an amendment to this Contract. In any event, such reallocations shall not result in any increase in the Maximum Contract Amount.

## **5.8 Performance Deductions**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

The Contract will be monitored for compliance of the three performance outcome measures as described in Contract, Exhibit B, Technical Exhibits, A-23. The financial deductions will apply to noncompliance of the three performance outcome measures and the REP Performance Requirements Summary Chart (Statement of Work, Subsection 6.3). Deductions will be assessed based on the Contractor's average cumulative performance for the entire fiscal year and applied to the invoice that follows the end of the fiscal year or any invoice thereafter.

The Contractor shall be assessed financial deductions under the following provisions:

**5.8.1** Should the Contractor's average cumulative performance for the fiscal year fall below the performance standards for one of the three Outcome Measures listed in Contract, Exhibit B, Technical Exhibits, A-23, the Contractor shall receive a payment deduction equal to two

percent (2%) of the total payment amount for the last quarter of the fiscal year.

**5.8.2** Should the Contractor's average cumulative performance for the fiscal year fall below the performance standards for two of the three Outcome Measures listed in Contract, Exhibit B, Technical Exhibits, A-23, the Contractor shall receive a payment deduction equal to four percent (4%) of the total payment amount for the last quarter of the fiscal year.

**5.8.3** Should the Contractor's average cumulative performance for the fiscal year fall below the performance standards for three of the three Outcome Measures listed in Contract, Exhibit B, Technical Exhibits, A-23, the Contractor shall receive a payment deduction equal to six percent (6%) of the total payment amount for the last quarter of the fiscal year.

**5.8.4** The County, at its sole discretion, reserves the right to waive these deductions.

## **5.9 Prior Six-Month Expiration Notice**

The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term of the Contract as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address provided in this Contract, Subsection 8.42 Notices, herein.

## **5.10 Revenue Disclosure**

**5.10.1** By execution of this Contract and unless waived in writing by the County Contract Administrator (CCA), Contractor certifies that it (1) has previously filed with DPSS a written statement listing all revenue received, or expected to be received by Contractor from all Federal, State, City, or County sources, or other governmental agencies, and (2) applies, or will apply said revenue, to offset in whole or in part of any of the costs incurred by the Contractor in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

**5.10.2** During the term of this Contract, the Contractor shall prepare and file a statement with DPSS each time it receives funding from any

governmental agency that is additional to revenue already disclosed in the Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The County shall not pay the Contractor for any services provided by the Contractor that are for purposes other than the Refugee Program or for services which are funded by other sources.

**5.10.3** Failure of the Contractor to comply with the requirements of this Subsection shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

## **5.11 Unspent Funds**

**5.11.1** At the end of each Fiscal Year and at the end of the Contract term, any excess funds and interest the Contractor has accumulated for the provision of REP Services are to be treated as Unspent Funds.

**5.11.2** At County's sole discretion, these Unspent Funds may be retained by the Contractor to fund enhanced program related services, but not the services already being provided by the Contractor. The use of the Unspent Funds must be reasonable and allowable.

**5.11.3** Contractor shall be responsible for tracking all Contract payments and expenditures for the program, including submission of the following:

5.11.3.1 An Expenditure Report on Contract revenues versus expenditures for each Fiscal Year must be submitted to DPSS Contract Management Division (CMD) on July 31<sup>st</sup> following the end of each Fiscal Year and no later than one month after the end of the contract term. Any revisions to the Expenditure Report shall be submitted to CMD no later than ten (10) calendar days after submission of the original Report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the County.

5.11.3.2 The County reserves the right to change the Expenditure Report reporting periods.

**5.11.4** A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by Contractor to County with the Contractor's Expenditure Report.

- 5.11.4.1 Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and in Contractor's Budget (Exhibit C). The Disposition Plan must include a budget in accordance with the principles included in OMB Circular A-122 ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)). The Disposition Plan will be reviewed by the County and is subject to approval at the County's sole discretion. Unspent Funds must be used within the Fiscal Year that the Disposition Plan is approved or within a time period determined by the County.
- 5.11.4.2 In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.
- 5.11.4.3 If the County does not approve the Contractor's Disposition Plan, the County will request the Unspent Funds and its earned interest be returned to the County within thirty (30) days after County's disapproval of the Disposition Plan. The Contractor must comply with the County's request.
- 5.11.4.4 County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion and Contractor must return the remaining Unspent Funds and its earned interest to the County.
- 5.11.4.5 The Contractor must submit a Final Disposition Report to the County within thirty (30) days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report shall reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the County with the Final Disposition Report.

**5.11.5** All uses of funds paid to and expended by Contractor, including Unspent Funds, and other financial transactions related to Contractor's provision of services under this Contract are subject to

review and/or audit by DPSS, County's Auditor-Controller or its designee.

**5.11.6** Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for by the County.

**5.11.7** Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable provisions.

## **5.12 Withholding of Payment**

If Contractor fails to submit an accurate, complete and timely Monthly Management Report (MMR), and supporting documentation, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised MMR or additional supporting documentation.

## **5.13 75 Percent (75%) Expenditure Notification**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75 percent (75%) of the maximum contract amount for each fiscal year. Furthermore, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75 percent of the maximum Contract amount for the entire three-year period. Upon occurrence of each event, Contractor shall send written notification to DPSS at the address provided in this Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.42, Notices, herein.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

County personnel referenced in this section are designated in Exhibit T, Administration of Contract - County. The County shall notify the Contractor in writing of any change in the names or addresses shown herein.

### **6.1 County's Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Contract on no less than an annual basis, with at least one visit being

an onsite occurrence. Such evaluation will include assessing the Contractor's compliance with all Contract terms, included but not limited to, Exhibit A, Statement of Work, Section 6.0, Performance Outcome Measures. The Performance Requirements Summary provides an overview of the monitoring approach and techniques that shall be used in monitoring this Contract. Contractor's deficiencies, which the County in its discretion determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as authorized in this Contract.

Performance evaluation meetings shall be held jointly by DPSS and the Contractor's Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contractor's Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contractor's Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the County Contract Management Director will be final.

## **6.2 Key County Personnel**

### **A. Compliance Review Staff**

County shall provide GAIN Services Worker (GSW) for the purpose of conducting the compliance review for REP. State regulations mandate that County personnel evaluate the Contractor's recommendation and verify documentation in an effort to maintain program integrity.

### **B. Contract Monitor(s)**

County shall provide Contract Monitor(s) that will monitor all provisions under the Contract. Monitoring includes, but is not limited to Administrative Monitoring primarily involving Contractor's Compliance with the Contract's terms and conditions, Fiscal Monitoring primarily related to the Contract's fiscal provisions, and Service Delivery Monitoring primarily related to the Contract's Statement of Work and Performance Requirement Standards.

C. County's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Informing the Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

The County's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

D. GAIN Program Analyst

County shall provide an analyst to work with the Contractor on questions related to GAIN Program, REP, and/or GAIN operations.

**6.3 Quality Control**

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval within ten (10) business days of Contract execution. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- A method for assuring that professional staff rendering services under this Contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- A commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.

- The method of safeguarding the integrity of the County's WtW/GAIN/REP by actively preventing against all forms of fraud.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

Contractor personnel referenced in this section are designated in Exhibit U, Administration of Contract - Contractor. The Contractor shall notify the County in writing of any change in the names or addresses shown herein.

### **7.1 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

### **7.2 Background and Security Investigations**

**7.2.1** All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**7.2.2** County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through the County conducted background clearance.

**7.2.3** County may immediately deny or terminate facility access to Contractor's staff who does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

**7.2.4** Disqualification, if any, of Contractor staff, pursuant to this Subsection 7.2, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **7.3 Contract Implementation**

Prior to providing services, the Contractor shall ensure all necessary staff is hired and trained, and all Contractor furnished items are in place.

#### **7.4 Contractor's Contract Manager**

**7.4.1** Contractor's Contract Manager and alternate/backup who will act as the primary liaison with DPSS and be responsible for overall management and coordination of this Contract must have either: **Option I:** a bachelor's degree in social work or closely related field (e.g., public administration, psychology, etc.) with two years' experience in the performance of case management services, or services substantially similar to the services required in this Contract, **OR Option II:** have a minimum three years of case management experience, or experience substantially similar to the services required in this Contract. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

**7.4.2** Contractor's Contract Manager or alternate/backup shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

**7.4.3** The Contractor's Contract Manager and alternate/backup shall be identified in writing prior to this Contract award and at any time thereafter as change of Contractor's Contract Manager or alternate/backup is made. Specifically, the Contractor's Contract Manager, or his/her alternate/backup, shall:

- Have full authority to act for the Contractor on all matters relating to the daily operation of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
- Be able to read, write, speak and understand English fluently.

#### **7.5 Contractor's Staff Identification**

**7.5.1** Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

**7.5.2** Contractor shall notify the County within one (1) business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time of removal from the County Contract.

**7.5.3** If County requests the removal of Contractor's staff from the performance of services under this Contract or otherwise working on this Contract, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

## **7.6 Cooperation with County Monitoring/County Oversight**

The Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. The County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

The Contractor shall provide all case files (physical case records) requested by County monitors and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measured in Exhibit A, Statement of Work, Subsection 6.3, REP Performance Requirement Summary Chart and described throughout in Exhibit A, Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a Participant's confidentiality.

The Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies. The Contractor shall follow County policies by sharing the user policy with its employees, obtained signed User Agreements, and monitoring compliance. Contractor must ensure that all Contractor staff no longer working under this Contract shall have their computer accounts deleted.

## **7.7 County Furnished Items**

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this contract. The County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

### **A. Information Technology (IT)**

The County will provide, or cause to be provided, at no cost to the Contractor(s), the following Information Technology:

- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.

- Necessary service and upkeep on GEARS and LEADER computer systems.
- Any additional IT resources deemed necessary by the County.

Contractor shall provide security sufficient to protect all County data in any media. All data must be password protected to ensure only authorized staff have access. Contractor shall also meet any additional security measures as required by County. Contractor's security measures must be pre-approved by County in writing.

Contractor must maintain the security and integrity of GEARS by having up-to-date GEARS User Agreements (provided by the County) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. Contractor shall ensure that only authorized Contractor personnel are permitted Web access to GEARS.

The County must evaluate and approve all software or tools used in the operation or support of the REP Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

Contractor shall inform the County, in writing at least ten (10) business days prior to any address change. For each address change, County may need up to three (3) months after the receipt of the change of address written notice to relocate Contractor equipment and have all approved software and hardware in working status.

B. Materials

The County shall supply to the Contractor:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide.
- Applicable DPSS Policies.
- Web GAIN Program Handbook.
- Los Angeles County Auditor-Controller Handbook.
- Los Angeles County Fiscal Manual, as deemed appropriate by the County.
- Office of Refugee Resettlement Regulations.
- Refugee Program Bureau Guidelines.
- A supply of Civil Rights Complaint forms, PA 607- Exhibit Z (for use by REP referred Participants in reporting Civil Rights complaints), and all other County-required forms in the various Threshold Languages.
- Required Posters.
- A list of County-observed holidays.

- Materials for staff training.
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contracted staff under this Contract.

C. Training

The County shall provide mandatory training comparable to that received by County GAIN staff. County will provide initial training to Contractor staff at the onset of the initial Contract term, which will include the following:

- REP Training.
- REP Policies and Procedures Training.
- GEARS System Training.
- Fraud Training.
- Civil Rights Training.
- Case Management 101.

Case Management Training will focus on increasing Participants' participation while ensuring that each Participant is assigned to activities appropriate to his/her individual circumstances, on motivational interviewing, and on the CalWORKs/REP philosophy which emphasizes employment, education/training, specialized supportive services, and other Welfare-to-Work activities. The training will also address good cause and exemptions, as well as ways to prevent the imposition of sanctions.

The County may add mandatory trainings required of all Contractor staff, as deemed necessary by the County. Subsequent to initial hiring, Contractor will be responsible for providing orientation and GEARS training for Contractor staff on an ongoing basis.

**7.8 Hours of Operation**

Contractor will be available during County's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to County inquiries and to provide REP case management services. County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County and approved by the County.

Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

**7.9 Nepotism**

**7.9.1** Contractor shall prevent Nepotism by ensuring that employees who

are close relatives are not assigned within the same organization unit having the same immediate supervisor, nor shall they be assigned to positions of interlocking trust in the handling of negotiable documents or control of security systems. Also, employees shall not supervise, nor be supervised by, a closely related immediate supervisor or higher level supervisor or manager. Any employee who is in the same organizational unit having the same immediate supervisor with a close relative, or who is supervised by, or supervises a close relative, shall fill out Contract, Exhibit V, and report, in writing, that situation to CCA listed in Contract Exhibit T, within 15 days from start date of this Contract.

**7.9.2** For new hires, the Nepotism policy Statement of Understanding, Contract, Exhibit V, will be completed during the hiring process. The original copy of this form shall be kept in the employee's Office Personnel File. All Contractor employees are required to adhere to this policy.

## **7.10 Other Contractor Personnel**

### **7.10.1 The Contractor will:**

- Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- Be responsible for removing and replacing, within twenty-four hours, any Contractor employee performing services under this Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the CCA.
- Furnish supervisory, administrative, and direct services personnel to accomplish all work required by this Contract.
- Provide bilingual, culturally sensitive staff for all public contract positions.

- Have an active recruitment program that will ensure staff turnover is promptly replaced.

### **7.10.2 Contractor Case Management Operations and Services Staff**

The Contractor shall provide and ensure there is sufficient staff at all times, including bilingual personnel with the professional background, training, and experience to provide the services required by this Contract.

### **7.10.3 Required Positions**

Contractor shall be required to provide the following positions:

- Case Managers (equivalent to the County's GAIN Services Workers). Note: case managers are to meet the minimum requirements listed in Exhibit W.
- Job Developers (equivalent to the County's GAIN Services Workers). Job Developers are to focus on proactively finding job leads appropriate to the REP population. The Job Developer shall also coordinate with community colleges and CalWORKS offices in identifying job openings or opportunities for Participants. Note: Job Developer(s) are to meet the minimum requirements listed in Exhibit W.
- One Specialized Supportive Services (SSS) worker to serve as the Contractor's primary contact on issues related to SSS.
- Appropriate clerical support to assist unit operations and other administrative duties.

## **7.11 Reporting and Record Keeping**

The Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein.

The Contractor shall complete a Monthly Management Report (MMR), Exhibit Y, in the manner to be described by the County. The MMR for each service area shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 15th day of each succeeding month and shall contain:

- A narrative of any concerns and/or changes in staff, sites, session scheduling, Participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two Participant success stories.

- Staffing updates (new/terminated staff) including the date of hire/termination.
- Monthly roster with employee name, title, file number (if applicable), phone number, email addresses, etc.
- A report of any critical incidents occurring in the month.
- A discussion of the Contractor's degree of success in achieving desired outcomes as described in the Exhibit A, Statement of Work, Subsection 6.2, Performance Requirements Summary.
- A list of all trainings provided by the Contractor in the month.
- A list of all trainings provided by the County in the month and names of employees who attended said training.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeals and State Hearing (ASH) decisions, their resolutions and conditional withdraws.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A monthly log of Language Line usage which should include, at minimum, Participant Name, Participant Case Number, the date of call to Language Line, Participant's requested language, and any comments.
- Additional information may be required at County discretion

The Contractor shall maintain a current and complete case record on the REP Computer System (GEARS) for each Participant referred and ensure all components are entered into the REP Computer System correctly and according to existing County's policy and procedures. The County shall provide training to the Contractor regarding the use and maintenance of case records on the REP Computer System.

The Contractor shall maintain a physical case record for each Participant. Contractor shall ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical case records shall abide by applicable DPSS guidelines, including those outlined in Exhibit A, Statement of Work. When REP Services end and the case record is no longer needed, Contractor shall follow DPSS policies, any requirements outlined in the Contract including but not limited to Exhibit A, Statement of Work, regarding case storage. Contractor shall not dispose of case records

or any document containing Participant information, in any manner outside of DPSS, or any requirements in the terms of the Contract, including but not limited to Exhibit A, Statement of Work, without prior DPSS written approval.

## **7.12 Security**

The Contractor shall have in place, at all times, an active security plan.

The Contractor shall, to the extent possible, ensure the safety of all REP Participants referred to them, of all employees (Contractor/County and/or partnering agencies) and of the general public visiting Contractor offices.

The Contractor shall provide all security measures needed to ensure that the REP Computer System (GEARS) is secure and confidentiality is maintained. The Contractor shall also meet any additional security measures as required by the County. The Contractor's security measures must be approved by the County.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Assignment and Delegation**

- A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with

or without consideration, for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract and may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.2 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by Contractor under the Contract shall be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, except as set forth in the preceding sentence. Contractor shall continue to provide all of the services set forth in this Contract.

## **8.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. Part 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded

Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

## **8.5 Change Notices and Amendments**

**8.5.1** The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Contract. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.

**8.5.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director or designee.

## **8.6 Child/Elder Abuse/Fraud Reporting**

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5. The Elder Abuse Reporting Hotline's phone number is (877) 4-R-Seniors [(877) 477-3646].

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

## **8.7 Collective Bargaining Contract**

To comply with California Department of Social Services Regulations (CDSS), Operations Manual Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

## **8.8 Compliance with Auditor Controller Contract Accounting and Administration Handbook**

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts). Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

## **8.9 Compliance with Civil Rights Laws**

**8.9.1** The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall sign and adhere to the "Contractor's EEO Certification" (Exhibit D) and "Contractor's Non-Discrimination in Services Certification" (Exhibit E).

**8.9.2** In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Effectively identifying the Participant's designated/preferred language. This can be accomplished by using the DPSS

Language Designation form (PA 481) or similar form the Contractor already has in place. (Note: Similar forms that the Contractor uses shall have DPSS approval prior to its use.

- Ensuring that notices sent to Participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all Participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to Participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

**8.9.3** A copy of the Civil Rights Training Handbook will be provided by the CCA.

## **8.10 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Participant complaints. Within fifteen (15) business days after the Contract effective date, the Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to Participant complaints.

**8.10.1** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.10.2** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

**8.10.3** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

**8.10.4** Contractor shall investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

**8.10.5** When complaints cannot be resolved informally, a system of follow-through shall be instituted by Contractor which adheres to formal plans for specific actions and strict time deadlines.

**8.10.6** Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

### **8.11 Completion of Contract**

Prior to the expiration of this Contract, the Contractor shall allow County or the newly selected Contractor, a minimum of sixty (60) calendar days transition period, to ensure the orderly transition of the Contractor's services to the County or the newly selected Contractor without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold up to one hundred percent (100%) of the last two (2) months' payments owed Contractor.

### **8.12 Compliance with Applicable Laws**

**8.12.1** Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.

11. Contractor certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

**8.12.2** Contractor shall maintain all licenses required to perform the Contract.

**8.12.3** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation defense costs and legal, accounting and other expert, consulting or professional fees arising from, connected with, or related to, any failure by Contractor, or its employees, agents, or Subcontractors to comply with any such laws, rules, regulations, ordinances, directives, provisions, guidelines, policies, or procedures, licenses and permits, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County with County's prior approval.

## **8.13 Compliance with the County's Jury Service Program**

### **8.13.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached to this Contract as Exhibit N.

### **8.13.2 Written Employee Jury Service Policy**

8.13.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020

of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 8.13.2.2 For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 8.13.2.3 If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the subcontract.
- 8.13.2.4 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its

sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.13.2.5 Contractor's violation of this Subsection 8.13.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **8.14 Compliance with Wage and Hour Laws/Fair Labor Standards Act**

The Contractor shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.15 Confidentiality**

The Contractor shall maintain the confidentiality of all records obtained from REP Participants and/or the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract. The Contractor shall cause each employee performing services covered by the Contract to sign and adhere to Contract Exhibit M, "Contractor Employee Acknowledgment and Confidentiality Agreement." Contractor shall also abide by provision regarding the shredding of confidential documents as referenced in Subsection 8.56 of this Contract.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the

Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

**8.16 Conflict of Interest**

**8.16.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.16.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection shall be a material breach of Contract. Contractor shall sign and abide by the regulations found in the Certification of No Conflict of Interest, Exhibit H.

**8.17 Consideration of Hiring County Employees Targeted For Layoff or Re-Employment Employees**

Should the Contractor require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.18 Consideration of Hiring Greater Avenues for Independence (GAIN)/General Relief Opportunities for Work (GROW)/Refugee Employment Program (REP) Participants for Employment**

**8.18.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give

consideration for any such employment openings to Participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program, or Refugee Employment Program (REP) who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW/REP Participants, by job category, to the Contractor.

**NOTE:** In the event that both laid-off County employees and GAIN/GROW/REP Participants are available for hiring, County employees shall be given first priority.

**8.18.2** Contractor shall complete and sign Contract Exhibit J, Attestation of Willingness to Consider GAIN/GROW/REP Participants.

**8.19 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.19.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.19.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.20 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, Contract, Exhibit

BB, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **8.21 Contractor's Charitable Activities Compliance**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Contract Exhibit L, Charitable Contributions Certificate, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **8.22 Contractor's Responsibility and Debarment**

### **8.22.1 Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.22.2 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### **8.22.3 Non-responsible Contractor**

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.22.4 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.22.5 Review of Debarment Determination**

If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or

terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.22.6 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.23 Injury & Illness Prevention Program (IIPP)**

Contractor shall be required to comply with the State of California's Cal OSHA's (Occupational Safety and Health Administration) regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.24 Damage to County Facilities, Buildings or Grounds**

Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County. For such repairs shall be repaid by Contractor by cash payment upon demand.

**8.25 Warranty of Compliance with County Defaulted Property Tax Reduction Program**

**8.25.1 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206, Exhibit P, herein.

**8.25.2 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.25 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206, Exhibit P, herein.

**8.26 Disputes**

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the

attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

## **8.27 Employment Eligibility Verification**

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.28 Employee Safety**

The Contractor will assure that the Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

## **8.29 Fiscal Accountability**

### **8.29.1 Accounting**

The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

### **8.29.2 Allegations of Fraud and/or Abuse**

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate REP provisions and regulation), the County

reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Program Manager that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

### **8.29.3 Commingling of Funds**

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor.

### **8.29.4 Auditor-Controller Contract Accounting and Administration Handbook**

Contractor shall comply with Auditor Controller Contract Accounting and Administration Handbook as specified in Subsection 8.8 of this Contract.

### **8.29.5 Disallowed Costs**

The County may withhold payments if the Contractor has failed to refund unspent funds or funds spent for disallowed costs relating to any DPSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

### **8.29.6 Federal Temporary Aid to Needy families (TANF) Regulations**

The Contractor agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Federal Register (FR) 17720, Section 263.11.

### **8.29.7 Fiscal Policies/Procedures**

The Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but

is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

### **8.30 Force Majeure**

**8.30.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**8.30.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.30.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### **8.31 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract

shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **8.32 Government Observations**

Contractor shall permit all authorized Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

### **8.33 Indemnification**

Contractor shall indemnify, defend and hold harmless the County, its Special Districts ("County Indemnities"), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

### **8.34 Independent Contractor Status**

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for all purposes including Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

The Contractor shall adhere to the provisions stated in Subsection 8.15 - Confidentiality.

### **8.35 General Provisions For All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.35 and 8.36 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.35.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of

Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the CCA listed on Exhibit T herein. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### **8.35.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **8.35.3 Cancellation of Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notification of cancellation or any change in Required Insurance,

including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.35.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.35.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.35.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.35.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.35.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and written approval of any Subcontractor request for modification of the Required Insurance.

#### **8.35.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.35.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.35.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.35.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### **8.35.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

### **8.35.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **8.36 Insurance Coverage Requirements**

**8.36.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

**8.36.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.36.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers

or workmen's compensation law or any federal occupational disease law.

**8.36.4 Property Coverage:** Contractors given exclusive use of County owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**8.36.5 Crime Coverage:** A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

### **8.37 Liquidated Damages**

**8.37.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**8.37.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this Contract, Subsection 5.8 – Performance Deductions and that which is specified in the Performance Requirements Summary Chart of at least \$100 for each infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount shall be deducted from the County's payment to the Contractor; and/or
- c. Upon giving five (5) business days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.37.3** The action noted in Subsection 8.37.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.37.4** This Subsection 8.37 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 8.37.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

### **8.38 Local Small Business Enterprise Preference Program**

**8.38.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a

County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

- 8.38.2** If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- a. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - b. In addition to the amount described in the paragraph (a) above of this Subsection, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Local Small Business Enterprise with the Internal Service Department of this information.

### **8.39 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

### **8.40 Nondiscrimination and Affirmative Action**

**8.40.1** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.40.2** Contractor shall certify to and comply with the provisions of Contract Exhibit D, Contractor's EEO Certification.
- 8.40.3** Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.40.4** Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.40.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.40.6** Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.40 when so requested by the County.
- 8.40.7** If County finds that any of provisions of Subsection 8.40 have been violated, such violation shall constitute a material breach of Contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State EEO laws or regulations shall constitute a

finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.40.8** The parties agree that in the event the Contractor violates the anti-discrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

**8.41 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.42 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit T, Administration of Contract-County. Addresses may be changed by either party giving ten (10) business days' prior written notice thereof to the other party. The Department Head, or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.42.1 Notice of Delays**

Except as other wise provided in this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.42.2 Notice of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five business days prior notice to the Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

#### **8.42.3 Delivery of Notices**

Delivery of notices shall be in writing and accomplished by e-mail, hand-delivery with signed receipt, or mailing by First Class Registered or Certified mail to the address listed in Exhibit T, Administration of Contract-County. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the County under this Contract.

#### **8.42.4 Notices to the Contractor**

Any such notice mailed by County to Contractor shall be addressed to the Contractor at its place of business.

#### **8.42.5 Notices to the County**

Any and all notices mailed by Contractor to County shall be addressed to County Contract Administrator listed in Exhibit T.

#### **8.42.6 Change of Address**

Either party can designate a new address by giving ten (10) business days prior written notice to the other party.

#### **8.42.7 Termination Notices**

In the event of suspension or termination of the Contract by County, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any Contractor employee or agent who may reasonably be expected to be authorized to accept notice for the Contractor.

### **8.43 Notice to Employees Regarding the Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Exhibit AA, Internal Revenue Service Notice 1015.

#### **8.44 Notice to Employees Regarding the Safely Surrendered Baby Law**

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit BB of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.45 Ownership of Data/Materials/Equipment/Software**

**8.45.1** All equipment purchased by the Contractor and utilizing County applications/network (GEARS, LEADER, MAPPER etc.) must be compatible with County's equipment. County equipment shall **not** be connected or utilized for the Contractor's private business and or network unless authorized by the County.

The requirements of this Subsection apply to all equipment purchased for use under the Contract with a useful life of greater than one year and that the requirements apply whether the equipment is purchased with County funds by the Contractor or the County.

#### **8.45.2 CCA Procedures**

- At Contract start-up, CCA shall establish an inventory of all equipment furnished by County to Contractor as of the start of the Contract.
- To meet County inventory control requirements on no less than a semi-annual basis, and throughout the term of the Contract, CCA shall conduct inventories of all equipment provided by County to Contractor and all equipment purchased by Contractor using County funds.
- On no less than a semi-annual basis, Contractor shall be required to provide the inventory list to the CCA.
- All equipment purchased by the Contractor utilizing County applications/network must be approved by the DPSS' Information Technology Division to ensure purchased equipment is compatible with County's equipment.

### **8.45.3 Contractor Procedures**

- After initial equipment inventory is performed by County at Contract start-up, Contractor shall thereafter establish and maintain an inventory to include the following:
  - Brand and model
  - Type of equipment
  - Date of purchase or delivery
  - Address location of equipment
  - Contact person's name and phone number where equipment is located
  - Cost of equipment
- Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County an updated inventory list during the term of this Contract upon request.
- County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

### **8.46 Performance Requirements**

**8.46.1** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**8.46.2** If Contractor fails to meet the Contract requirements as specified in Exhibit A, Statement of Work, Subsection 6.2 Performance Requirements Summary (PRS), and Subsection 6.3, REP Performance Requirements Summary Chart, hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS could result in the County applying the provisions of Subsection 8.60, Termination for Default of the Contractor. This Subsection 8.46 shall not in any manner restrict or limit County's right to terminate this Contract for convenience pursuant to Subsection 8.59.

### **8.47 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any

employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.48 Proprietary Rights**

**8.48.1** County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

**8.48.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Subsection. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

**8.48.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."

**8.48.4** County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records request for items described in Subsection 8.48.3. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.

**8.48.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Subsection 8.48.4 for:

8.48.5.1 Any materials, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 8.48.3;

8.48.5.2 Any materials, data and information covered under Subsection 8.48.2; and

8.48.5.3 Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

**8.48.6** Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

**8.48.7** Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

**8.48.8** The provisions of Subsections 8.48.5, 8.48.6, and 8.48.7 shall survive the expiration or termination of this Contract.

#### **8.49 Public Records Act**

**8.49.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.52 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any

way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.49.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **8.50 Publicity**

**8.50.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

**8.50.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.50 shall apply.

## **8.51 Records**

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Subsection 8.52, Records Retention and Inspection/Audit Settlement, herein below.

## **8.52 Record Retention and Inspection/Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.52.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.52.2** Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.52 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.52.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit

finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the Maximum Contract Amount.

**8.52.4** The Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, or until audited, whichever is longer. The County may require specific records be retained longer than five years when there is outstanding litigation, unresolved disputes or any audit.

**8.53 Recycled Bond Paper**

Consistent with the Los Angeles County Board of Supervisors policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.54 Removal of Personnel**

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. The County shall have the right, at its sole discretion, to require the Contractor remove any Contractor employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

**8.55 Rules and Regulations**

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the

provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

#### **8.56 Shred Confidential Documents**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 8.52 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

#### **8.57 Subcontracting**

**8.57.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.57.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.57.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

**8.57.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.57.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.57.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 8.57.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.57.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to CCA listed on Exhibit T, Administration of Contract-County.
- 8.57.9** In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

**8.58 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.19, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) days of written notice by County shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Subsection 8.60, Termination For Default of the Contractor, and may be cause for debarment pursuant to County Code Chapter 2.202.

**8.59 Termination for Convenience**

**8.59.1** This Contract, in whole or in part, may be terminated by the County, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a thirty (30) day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

**8.59.2** After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

8.59.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

8.59.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.59.2.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoices shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

**8.59.3** All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Contract, shall be maintained by Contractor in accordance with the provisions of Subsection 8.52, Records Retention and Inspection/Audit Settlement, of this Contract.

## **8.60 Termination for Default of the Contractor**

**8.60.1** County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Management Director:

8.60.1.1 Contractor has materially breached this Contract;

8.60.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or

8.60.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.60.2** In the event the County terminates this Contract in whole or in part as provided in Subsection 8.60.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.

**8.60.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subsection 8.60.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**8.60.4** If, after the County has given notice of termination under the provisions of this Section 8.60, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.60 or that the default was excusable under the provisions of Subsection 8.60.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.59, Termination For Convenience of the County.

**8.60.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subsection 8.60.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subsection 8.60.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the (*Department*), or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 8.34 – Indemnification. Further, these liquidated damages shall not be construed as a penalty, but as an amount determined to represent the cost due to Contractor's default.

**8.60.6** The rights and remedies of the County provided in this Subsection 8.60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.61 Termination for Improper Consideration**

**8.61.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any

County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.61.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

**8.61.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **8.62 Termination for Insolvency**

**8.62.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

**8.62.2** The rights and remedies of the County provided in this Subsection 8.62 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.63 Termination for Non-Adherence of County Lobbyist Ordinance**

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.64 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.65 Timely Completion**

Time is of the essence with regards to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

**8.66 Transitional Job Opportunities Preference Program**

**8.66.1** This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**8.66.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

**8.66.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

**8.66.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request

for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

#### **8.67 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.68 Verbal Discussions**

The Contract Manager, or alternate, designated in writing to act in the Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours.

#### **8.69 Waiver**

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the County to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

#### **8.70 Warranty**

The Contractor warrants that all services performed hereunder will comply with the provisions of this Contract, including but not limited to Exhibit A, Statement of Work, and any specifications related thereto. Further,

Contractor warrants that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The Contractor shall, within twenty-four (24) hours after oral or written notice from the County, correct any and all defects, deficiencies, errors or omissions in services rendered to the County. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the County.

#### **8.71 Warranty Against Contingent Fees**

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **8.72 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and the Health Care Information Technology for Economic and Clinical Health Act (Business Associate Agreement)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit R in order to provide those services. The county and the Contractor therefore agree to the terms of Exhibit R, Contractor's Obligations as a "Business Associate" under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, and with applicable provision of the Health Information Technology for Economic and Clinical Health (HITECH) Act, as contained in Exhibit R.

#### **8.73 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.5, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

**8.74 SPARTA Program**

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Contractors may call Merriwether and Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com).

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the Director of the Department of Public Social Services and the Contractor has subscribed the same through its authorized officer. The person(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor and that he or she holds the stated position noted below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

**CONTRACTOR NAME**

By \_\_\_\_\_  
XXXXXXXXXX  
Title

By \_\_\_\_\_  
XXXXXXXXXX  
Title

**APPROVED AS TO FORM:**

**JOHN KRATTLI, COUNTY COUNSEL**

By \_\_\_\_\_  
Melinda White-Svec  
Deputy County Counsel

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## STATEMENT OF WORK

### PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcome.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **1.0 STATEMENT OF WORK OVERVIEW**

Contractor shall provide all aspects of case management services to all Refugee Employment Program (REP) Participants in its service area as described in this Statement of Work. Employment and employment retention activities and services are to be provided to mandatory and voluntary refugee Participants who engage in Welfare-to-Work activities.

Contractor shall deliver REP services which include innovative solution-based services to address the assessed needs of refugees. Such needs include barriers, such as economic restrictions, limited English language proficiency, illiteracy, learning disabilities and psycho-social concerns. Contractor must facilitate job placement and retention services, which will lead to the Participant attaining self-sufficiency. Contractor must have a clear understanding of each community's cultural need in reaching self-sufficiency. In working with REP Participants, the Contractor shall motivate and mentor the Participant and family, assess their needs, refer the Participant to resources, and coordinate the Participant's efforts in meeting their REP and CalWORKs requirements. This SOW provides information of the required services the Contractor is expected to provide through established partnerships and collaborative relationships.

All provisions of the REP must be executed according to State/County rules and regulations, and Federal guidelines and standards. In operating this program, Contractor will be required to abide by all REP and applicable CalWORKs and GAIN policies, procedures and regulations.

Contractor must agree to fully comply with all applicable requirements of the REP – all regulations, rules and policies issued pursuant to the enabling statute(s); abide by all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice as it relates to CalWORKs, Refugee Cash Assistance (RCA), and General Relief (GR) REP Participants.

Contractor, at no additional cost to the County, will link the REP population to unique and specialized services it identifies as beneficial to the refugee Participant or family, during the REP Appraisal. Said services must be offered by the refugee community, community-based organizations (CBOs), civic and faith-based organizations (FBOs).

Contractor shall identify employment opportunities with sustainable income levels to assist Participants in making a transition from public assistance to self-sufficiency, as well as meet the County's initial (entry level) wage rate (currently \$8.00), which is equivalent to the State mandated minimum wage.

Contractor shall provide an environment that is clean and businesslike, yet positive and motivational for Participants. Staff is required to perform duties in a

professional manner, welcome and assist Participants in their job seeking activities, give out job leads/referrals, follow up on job interviews with employers, motivate Participants to overcome a lack of confidence and self-esteem, and address Participants' specific employment barrier(s). Contractor must be able to work with all Participants in a group or individually. Contractor is responsible for delivering REP services to CalWORKs and non-CalWORKs Participants as the needs of the program and Participants change within the boundaries of federal, State and County refugee guidelines.

Contractor staff is required to interact professionally with County staff, other County Contractors, community colleges, and all community partners.

The Refugee Employment Program is designed to provide culturally and linguistically sensitive employment and specialized services for refugees in an effort to assist them through the initial adjustment period following arrival into the United States with the goal to attain self-sufficiency. Contractor will ensure that all REP services furnished meet the Participant's language needs and are oriented to the diversity of the Participants in the service area. Contractor will be responsible for the existing multi-language caseload within their service area.

Acculturation-focused services will be offered along with educational and employment activities. The acculturation services will be comprised of ongoing specialized services which will help the refugee population continue through educational and training programs while addressing the special needs that may prevent Participants from progressing, completing the program and, attaining employment and self-sufficiency.

**Note:** Refugee funds **may not** be used for long-term training programs such as vocational training or self-initiated programs that last for more than a year or educational programs that do not lead to employment within a year.

Contractor is required to assess and calculate payment of supportive services (transportation and/or ancillary) needs for REP Participants and make referrals to request authorization of payment to the DPSS review team involved in the County Issuance Approval Process.

Contractor is required to issue all supportive services payments according to the timeline specified in DPSS GAIN/REP Policy. Payment request reviews and approvals/denials will be performed by County staff and based on specified policy limits.

Contractor is required to provide Participants with written notification of supportive services approvals and/or denials according to program policy guidelines.

### **1.1 Caseload Characteristics**

The REP caseload population is comprised of recently arrived refugees, asylees, and victims of human trafficking in need of employment and

training services to help them adjust to the United States workforce and culture. The REP caseload consists of Participants who are eligible for CalWORKs or RCA cash benefits. Former eligible CalWORKs or RCA recipients may be extended REP services, provided ongoing REP eligibility exists. REP services may be extended to refugees eligible for General Relief benefits, CalFresh, and Non-aided provided funding exists and REP eligibility is met. REP caseloads are subject to fluctuation based on refugee/asylee arrival trends and RCA/CalWORKs intake trends. The current REP caseload consists of the following Participants:

<b><u>Participants By Aid Type</u></b>	<b><u>REP Caseload</u></b>
<b><u>Percentage</u></b>	
CalWORKs	69.3%
RCA	16.6%
GR	1.3%
Non-Cash Aid	12.8%

The REP population primarily consists of non-English/non-Spanish (NE/NS) speakers. A total of ninety-three percent (93%) of REP Participants self-declare as holding a NE/NS primary language that may require extensive English Language Instruction as part of the acculturation process. The REP primary language designation consists of the following:

<b><u>Language</u></b>	<b><u>REP Caseload</u></b>
<b><u>Percentage</u></b>	
Armenian	72%
Farsi	9%
English	7%
Arabic	4%
Mandarin	4%
Spanish	2%
Russian	2%
Other	>1%

The REP population consists of refugees from various ethnic backgrounds, originating from over 54 countries. Contractor is expected to provide services for all REP Participants, regardless of national origin. (See Exhibit B, Technical Exhibits, A-25). In assisting REP Participants, Contractor is to be mindful of the cultural and linguistic barriers that may exist for this population. Examples of barriers and/or needs that may exist include, but are not limited to, the following:

- Lack of English language skills
- Lack of native language literacy
- Lack of basic educational training
- Sub-standard educational level
- Lack of job skills
- Lack of childcare
- Lack of access to public transportation

- Need for domestic violence, mental health, and/or substance abuse services
- Lack of stable and/or affordable housing
- Lack of a support system
- Adjustment difficulties to resettlement
- Feelings of isolation

## 1.2 **REP Service Areas**

REP service areas are comprised of five (5) service areas, plus a central core, that encompasses all of Los Angeles County. Refer to Exhibit B, Technical Exhibits, A-26 and A-27. Currently, a total of 64 percent of REP Participants reside within the central core service area, while the remaining 36 percent reside outside of that core.

Contractor will provide services to all REP Participants residing within the REP Service Area awarded, plus provide services to 1/5<sup>th</sup> of the REP Participants residing within the core service area. Contractor is referred to Exhibit B, Technical Exhibits, A-27, for a detailed listing of REP caseload demographics, per REP Service Area. The Contractor shall provide one service office in the Service Area in which they are providing services and one or more satellite offices to serve Participants residing in portions of the service area with a low concentration of Participants. Service and satellite offices shall be located within a travel time of one-hour (one-way) or two hours (round Trip) via public transportation to all participants served within the Service Area.

The REP service areas range from 403 to 435 cases, with an average of 417 cases, per REP service area.

**Note: REP intakes per REP service area are subject to caseload variations which are contingent upon resettlement trends to Los Angeles County.**

Contractor will be assigned REP Participants who resettle within its service area zip codes, plus, using an equitable assignment of intake cases according to caseload among REP contractors, be assigned REP participants who resettle in the central core service area, via the GEARS operating system.

## 1.3 **Caseload Projections**

Contractor is to reference the Description of REP Service Areas, Exhibit B, Technical Exhibits A-27 and A-28, as measures for projecting REP caseloads.

Caseload projections are the best available estimates of the workload Contractor can expect to experience for the contract term. These projections by no means guarantee that the Contractor will carry the caseload outlined in the exhibit during the course of the contract term.

**Note:** If any zip codes have been inadvertently omitted, the County will have the responsibility of identifying which service area(s) those zip codes belong.

## **2.0 ELIGIBLE REP PARTICIPANTS**

The term “refugee” when used in this document, is intended to include: refugees, asylees, Cuban and Haitian entrants, certain Amerasians, Iraq/Afghan Special Immigrant Visa (SIV) holders, non-aided refugees, and human trafficking victims.

Refugees, who meet REP time-limit requirements and receive benefits under one of the cash programs listed below, may be eligible to the REP:

### **CalWORKs**

The CalWORKs Program provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size.

### **Refugee Cash Assistance**

Single refugee adults or couples who are not eligible for other welfare assistance may be eligible to receive Refugee Cash Assistance (RCA) for their first eight months in the United States (U.S.), eligibility for RCA is determined in accordance with Federal regulations and parallels eligibility requirements of the CalWORKs Program.

### **Former-RCA REP Participants**

Former REP Participants whose RCA benefits terminate due to the 8-month time limit may continue to receive ongoing REP Welfare-to-Work services provided they meet the following conditions:

1. RCA benefits were terminated as a result of the 8-month time limit;
2. Is not receiving Social Security Supplemental Security Income (SSI) or State Supplemental Payments (SSP);
3. Participant is unemployed;
4. If employed, income is at 200% of the federal poverty limit or lower; and
5. Participant complies with all REP program rules and requirements.

RCA Participants may apply for GR benefits upon the termination of RCA benefits. A former-RCA Participant may continue to receive ongoing Welfare-to-Work employment services under the REP program up to 60 months from date of entry into the U.S., provided they meet the above mentioned conditions and federal funding exists. REP program time limits may be increased or decreased based upon funding availability or at the discretion of the County.

### **General Relief (GR)**

GR is a County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for federal or State programs.

Refugees may apply for GR benefits when the period of eligibility for Refugee Cash Assistance (RCA) has expired.

### **CalFresh**

CalFresh is a program established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. Refugees are eligible for CalFresh benefits. You must meet certain income qualifications to receive CalFresh benefits.

### **Non-Citizen Victims of Human Trafficking and other Serious Crimes**

Non-citizens who are victims of human trafficking, domestic violence, and other serious crimes in accordance with Senate Bill 1569 may also be eligible to receive REP employment and/or pre-employment services under the State-only RCA Program.

### **Non-Aided Refugee**

Non-Aided refugees are refugees who are not receiving any County assistance.

## **2.1 REP Time Limit**

REP Participants may be eligible to receive ongoing Welfare-to-Work services under the REP program for up to 60 months from date of entry into the U.S. REP program time limits may be increased or decreased based upon funding availability or at the discretion of the County.

Contractor shall determine the time-eligibility for RCA, CalWORKs, GR, CalFresh and Non-aided through any public assistance programs Participants by reviewing/tracking the Participant's date of entry into the

U.S. as indicated on the United States Citizenship and Immigration Services (USCIS) I-94 Form.

Contractor shall count the arrival month as the first month of REP eligibility in considering the full 60 months of participation, regardless of the day of arrival posted on the I-94.

For example: REP Participant entered the U.S. on 1/15/2009.

REP Participant's month of eligibility is January 2009 and would exhaust his/her 60 months of service effective 12/31/2014.

Contractor shall ensure former-RCA REP Participants are notified, the month prior to exhausting services, of termination of their REP services.

Contractor shall ensure comprehensive case documentation of termination reason is annotated in the case record.

Contractor shall ensure the case is deregistered and x-filed timely, per existing deregistration and x-file policy and procedures.

Contractor shall notify Participants a month prior to exhausting REP services that their case will be transferred to a GAIN Office.

Contractor shall ensure all applicable advance supportive services (Transportation/Ancillary/Child Care) are authorized prior to the case transfer.

Contractor shall ensure all case documentation is on file and case transfer procedures are followed, per existing case transfer policy and procedures.

## **2.2 Payment for REP Services to Non-REP Eligible Refugees**

It is the responsibility of the Contractor to review each case prior to providing REP employment services and/or issuing any supportive services payments to ensure the Participant meets all REP eligibility requirements.

It is the responsibility of the Contractor to ensure REP employment services are provided to REP eligible Participants only.

The Contractor will not bill the County for payment for any case management or related service provided to refugees not eligible to the REP.

The Contractor is responsible for ensuring all supportive services issued in error are repaid to the County.

The Contractor will not bill for work related to the recoupment of supportive services issued to non-REP eligible Participants.

The Contractor understands and agrees that the County will not provide payment for REP employment services, supportive services, administrative costs and any other cost related to a non-REP eligible Participant.

### **3.0 HOURS OF PARTICIPATION**

REP Participants are subject to participate in Welfare-to-Work activities for 20/30/35 hours a week. Single parents are required to have 30 hours per week, unless they have good cause for fewer hours. Additionally, single parents are required to have 20 hours per week if they have a child under age 6. Two-parent assistance units are subject to participating 35 hours per week. Both parents may contribute toward the 35-hour work requirement, if at least one parent's participation is a minimum of 20 hours. Of the 20/30/35 weekly participation hours, at least 20 hours must be in **core** Welfare-to-Work activities, except as specified under "Exceptions to Core Hourly Requirements" noted below, Subsection 3.3.

#### **3.1 Core Activities**

Core activities include:

- Unsubsidized Employment
- Subsidized Employment
- Work Experience
- On-the-Job Training
- Work-Study
- Self-Employment
- Community Service
- Vocational Education and Training
- Vocational English-as-a-Second Language (VESL)
- Job Search (including In-house Job Search); and
- Job Readiness Assistance
- Credited Study time (in some instances)

Study time may count toward participation hours in educational-related activities. When a Participant is in an approvable education/training activity, study time hours may count, if the Participant receives units or credits for study time. Non-credited study time that can be documented, according to existing GAIN/REP policy, can also count toward meeting participation hours in educational-related activities. Participation in vocational education/training as a REP activity may extend beyond 12 months, but may only be counted as a core activity during the first 12 months (for CalWORKs eligible REP Participants only), if the Participant is assigned a concurrent core activity, such as work study during this time.

### **3.2 Non-Core Activities**

A REP Participant meeting the 20 hours of core activities, may meet the 20/30/35 participation requirement by participating in the remaining 10/15 required hours of participation in core or non-core activities.

Non-core activities include:

- Remedial Education: Adult Basic Education (ABE), General Education Development (GED), English-as-a-Second Language (ESL)
- Job Skills Training directly related to employment
- Specialized Supportive Services (Mental Health/Substance Abuse/Domestic Violence)
- Life Skills
- Non-credited study time, supervised or unsupervised
- Life Skills (ensure class includes parenting skills and financial principles)
- Other activities necessary to assist the Participant in obtaining unsubsidized employment

### **3.3 Exceptions to Core Hourly Requirements**

Hours spent in approved non-core activities in excess of 10/15 hours may count as core hours. Hours of participation in mental health, substance abuse, and domestic violence supportive services which cannot be accomplished within the 10/15 non-core hours shall count as core hours if:

- The County has determined that the assigned participation, if any, in mental health, substance abuse, and domestic abuse services is necessary for the individual to participate in core activities; and
- The assigned participation hours, if any, in classroom, laboratory, and internship activities in adult basic education, job skills training directly related to employment, satisfactory progress in a secondary school or in a course of study leading to a certificate of general educational development, and education directly related to employment programs meet the criteria listed below:
  - The program leads to a self-supporting job;
  - The individual is making satisfactory progress;
  - The individual does not possess a baccalaureate degree unless he or she is pursuing a California regular classroom teaching credential.
  - The program is on the County list of programs that the County agrees will lead to employment.

- If the program is not on the County-approved list, the Contractor must continue to provide the individual with the opportunity to demonstrate that completion of the program will lead to self-supporting employment.
- Non-core hours spent in other activities necessary to assist an individual in obtaining unsubsidized employment, and participation required of the parent by the school to ensure the child's attendance shall not prevent an individual from counting hours spent in those non-core activities as core hours.

#### **4.0 REP COMPONENTS AND ACTIVITIES**

Contractor shall provide all REP program services based on the REP RCA/CalWORKS policy, which is described below.

##### **4.1 REP Appraisal/Intake**

REP Participants are required to participate in the appraisal as specified in California-DSS-Manual-EAS Manual Letter No. EAS-99-01, Section 42-711.522, as described in the GAIN Program Handbook, (See Exhibit B, Technical Exhibits, A-1 (Link 1)). The Contractor shall conduct an appraisal/intake interview for all REP Participants, which shall include at minimum:

- A description of REP program requirements for participating in Welfare-to-Work activities.
- A description of the Welfare-to-Work program goals, program flow, and available activity components, supportive services, and child care services available.
- A description of the Participant's rights, duties, and responsibilities.
- Inform all REP Participants of available mental health, domestic violence (DV) and substance abuse services.
- The Domestic Violence Information sheet must be reviewed and signed with every Participant.
- Inform REP Participants of available waivers for DV victims
- A copy of the DV Referral Sheet must be provided to the Participant.
- Every Participant must be screened for mental health and/or substance abuse using the Screening for Substance Abuse and Mental Health form.
- A face-to-face interview to assess and gather information associated with the Participant's employment history and skills, the need for supportive services, employment goals, and identification of any individual and/or family barriers that may impede family self sufficiency and participation in Welfare-to-Work activities.
- An explanation of the financial and social benefits of working.

- An overview of the process for providing services and work activities for the Participants.
- Learning disability screening, when applicable.
- Refer Participants for language proficiency assessment.
- Mapping out the Participant's program flow and duration based on the CalWORKs or non-CalWORKs program rules and requirements.
- Development of a Family Self-Sufficiency Plan for every Participant and employable family member in the household.

#### **4.2 Family Self-Sufficiency Plan**

An integral part of the REP Appraisal must include the development of a Family Self-Sufficiency Plan for every Participant and employable family member in the household. The Family Self-Sufficiency Plan must include the following:

- A determination of the income level a family would have to earn to exceed its cash grant and move into self-support;
- A strategy and timetable for obtaining that level of family income through job placement of a sufficient number of employable family members at sufficient wage levels;
- Employability plans for every employable member of the family;
- A plan to link elderly family members with senior services and language skills;
- A plan to address the family's social service needs that may be barriers to self-sufficiency.

Contractor must contact the Resettlement Agency (RA) who resettled the Participant and his/her family to obtain specific data associated with the Participant's Family Self-Sufficiency Assessment conducted upon resettlement in Los Angeles County. The RA Family Self-Sufficiency Assessment shall be used as the foundation for developing the Family Self Sufficiency Plan.

#### **4.3 REP Orientation, Job Club & In-House Job Search**

**Job Club/REP Orientation** is a four-week activity beginning with REP orientation during the first week, includes a series of motivational techniques, introductory overview of REP services, information regarding community resource and referrals, and job-finding skill classes/workshops. This is followed by three weeks of active supervised job search. All of which is to be provided by the REP Job Readiness and Career Planning Services Contractor.

Contractor must refer REP Participants to a County approved Contractor for Job Club activity based upon their REP appraisal/intake, English language

proficiency assessment, and CalWORKs or non-CalWORKs program requirements.

Note: REP Participants, on a case-by-case basis, may have the option of shortening or bypassing Job Club/Job Search activities; if upon input from Refugee Case Manager (RCM), Participant, and the RCMs supervisor, it has been determined that the Participant may not benefit from participating in Job Club/Job Search.

REP Participants who require additional job search may, on a case-by-case basis, be identified by the contracted vocational assessor to engage in up to an additional two-weeks of supervised job search.

**In-House Job Search** is a short-term bridging activity aimed to assist Participants with meeting their 20/30/35 hour weekly participation requirement. In-House Job Search is focused on helping Participants find employment and must be supervised by the Contractor's designated Business Services Specialist (BSS).

Contractor must ensure BSS follows In-House Job Search guidelines, pursuant to this Statement of Work Subsections 4.16.3 and 5.18, and Online GAIN Policy Chapter 700 (See Exhibit B, Technical Exhibits, A-1, (Link 3) and Job Development Handbook (See Exhibit B, Technical Exhibits, A-1 (Link 6).)

#### **4.4 Vocational Assessment**

Contractor shall refer Participants who have not obtained full or part-time unsubsidized employment upon completing the Job Club/Job Search component, or who have optioned to bypass Job Club/Job Search because it was determined not to be of benefit for the Participant, to a County approved Vocational Assessment Provider for completion of a vocational assessment. The Vocational Assessment component is a one day component.

Contractor must utilize the REP Employment Plan established by the results of the Vocational Assessment for referring the Participant to Post Assessment Welfare-to-Work activities.

##### **4.4.1 Language Proficiency Assessment**

Contractor shall refer monolingual non-English speakers to a County approved Vocational Assessment provider for completion of a Language Proficiency Assessment. The Language Proficiency Assessment will test and measure English language proficiency

based on industry standards to be used for ESL (or Vocational ESL) referrals and placement.

#### **4.4.2 Career Assessment**

Contractor may refer Participants for a Career Assessment with a County approved Vocational Assessor upon obtaining employment. Career Assessment is a plan that includes the path for moving a REP Participant from a job, to a better job, and on to a career.

#### **4.4.3 Learning Disability Diagnosis Evaluation & Assessment**

Contractor may refer Participants for a Learning Disability Diagnosis Evaluation and Assessment with a County approved Vocational Assessor when a Learning Disability is disclosed by the Participant or if determined to benefit the Participant.

A Learning Disability Diagnosis Evaluation is a formal identification of the specific nature of a learning disability, or a co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with a learning disabilities evaluation/screening.

Currently, learning disability evaluation tests are available in English only. Referrals for Learning Disability Diagnosis Evaluation and Assessment are reserved for English-speakers only. At present, there are no California State-approved learning disability tests or measures for monolingual non-English speakers.

#### **4.5 Self Initiated Program (SIP)**

Contractor must assess all CalWORKs-eligible REP Participants for SIP eligibility. **SIP eligibility is restricted to CalWORKs-eligible REP Participants only.** A SIP is identified as an undergraduate degree or certificate program that leads to employment and such employment is considered a demand occupation. Participants enrolled in a post-baccalaureate program that leads to a California teaching credential may be assessed for SIP eligibility. As a condition for SIP approval, the Participant must be enrolled in a SIP on or before his/her scheduled REP Appraisal. The following conditions must apply for approval of a SIP activity:

- The REP Participant must be enrolled in a SIP program prior to REP Appraisal,
- The SIP program must be considered a demand occupation,
- The SIP program must lead to employment, and
- The REP Participant must be making satisfactory progress.

- The case will be transferred to GAIN, per existing case transfer procedures (please see SOW, 5.7)

Contractor shall refer to DPSS Forms Manual #4653, GN 6141- “Los Angeles County Listing of Approved Self-Initiated Programs (SIP) Which Lead to Employment”. Contractor can access the listing through the GAIN/REP Online Policy (See Exhibit B, Technical Exhibits, A-1).

#### **4.5.1 Non-CalWORKs Participants and SIPs**

**RCA/CalFresh/Non-aided** REP Participants are subject to separate program rules and requirements when assessing for SIP participation. SIP activities are **not approvable** for **RCA/CalFresh/Non-aided** REP Participants. **RCA/CalFresh/Non-aided** REP Participants may not be engaged in full-time educational programs of higher learning or educational/vocational/certificate programs with a duration of completion beyond 12 months.

An educational program of higher learning is defined as an:

- educational program for which an individual receives an associate, baccalaureate, graduate, or professional degree/certificate, or,
- a two-year program which is acceptable for full credit toward a baccalaureate degree; or a one-year training program which leads to a degree/certificate and prepares students for gainful employment in a recognized occupation.

Full-time is defined as participating in an institution of higher education as follows:

- At least 12 semester hours or 12 quarter hours per academic term in those institutions using standard semester, trimester, or quarter hour systems, or 24 clock hours per week for institutions using clock hours.

#### **4.5.2 Non-CalWORKs Participants and Part-Time Educational Programs**

A Non-CalWORKs Participant with part-time attendance in an educational program, which is to be completed and lead to employment within 12 months, shall be referred to complete a Vocational Assessment to determine if the educational program meets the participation requirements noted above. Upon receipt of the Individual Employability Plan (GN 6013/6014) from the Vocational Assessor, the RCM shall review the plan to determine if the part-time

educational, vocational, professional or certificate program was approved. If approved, the Participant shall be allowed to complete the educational, vocational, professional or certificate program and be simultaneously assigned to an employment activity (i.e., Flex Job Club, WEX, In-House Job Search, etc.) consistent with the plan. If the RCM reviews the plan and the educational, vocational, professional or certificate program was found to be ineligible, the Participant shall be assigned to follow the next REP activity consistent with the REP program flow, Exhibit B, Technical Exhibits, A-22 and A-29.

Participation in an educational, vocational, professional or certificate program shall be approvable only if assigned as a post-assessment activity as part of an individual employability plan and does not exceed a one year duration.

RCA-eligible REP Participants who are enrolled in full-time educational programs of higher learning, professional training or recertification programs lasting beyond a year and who decline to participate in REP activities shall be deemed noncompliant; and therefore, ineligible to supportive services.

#### **4.6 Vocational English-As-A-Second Language (VESL)**

Vocational English-as-a-Second-Language (VESL) is an intensive instruction program designed to develop English language skills in the context of career preparation in a specific field. Typically, VESL programs are multilevel vocational and ESL courses that may be taken by a Participant prior to or concurrently with enrollment in a vocational/career preparation course.

Contractor shall refer Participants for VESL participation to a public/private VESL program only as a post-assessment activity and as part of an individual employability plan. VESL participation must not exceed a 12 month period.

#### **4.7 Remedial Education**

Remedial Education refers to basic education or testing preparation courses geared toward obtaining a High School Diploma or a General Education Development (GED) equivalency, English-as-a Second Language (ESL) programs, and remedial literacy courses. Assignment to Remedial Education activities is initiated based on the Participant's needs identified, as part of the vocational assessment. Remedial Education is limited to services needed to become employed.

English language instruction for refugees must meet the following requirements:

- ESL instruction must be in concurrence with another Welfare-to-Work activity, and not as a sequential activity. (certain exception may apply to two-parent household.)
- ESL instruction shall relate to obtaining and retaining employment or specifically associated with the Welfare-to-Work activity included in the individual employment plan.
- Participation in REM/ESL shall not interfere with employment or employment-related activities.

**Stand-alone ESL is not an approvable activity and therefore not eligible for supportive services.**

#### Refugee Cash Assistance (RCA)

RCA and former-RCA Participants may be eligible to participate in ESL and/or Remedial Education only if assigned as a Post-Assessment activity and the activity meets the requirements for participation in REM, noted above.

#### **4.8 Work Experience (WEX)**

Work Experience (WEX) is an activity in which a Participant receives a non-salaried position in a nonprofit public or private organization. WEX serves to provide on-the-job training, acquisition of new skills and enhancement of existing skills. It provides the Participant an employment reference when seeking employment. REP Participants must continue to seek unsubsidized employment while engaged in WEX.

Participation in WEX is approvable when:

- The activity is included in the Participant's employment plan.
- Is intended to lead to employment.
- Will be completed in less than one year.

#### REP Work Experience (RWX)

To address the acculturation needs of the refugee population, Contractor with the authorization of the County, may recruit WEX sites that are sensitive to the needs of the REP population. Assignment to these WEX employers/providers will be differentiated by assigning a session type of Refugee Work Experience (RWX).

REP Work Experience employers/providers secured by the REP Contractor will exclusively serve REP Participants referred by the REP Case

Managers. The Contractor is responsible for ensuring the RWX employers/providers comply with REP requirements.

The Contractor and the RWX Employer/Provider must enter into an agreement known as the REP 1, Refugee Employment Program (REP) Work Experience (WEX) Worksite Agreement and REP 2, REP WEX Monthly Performance Verification, Exhibit B, Technical Exhibits, A-17 and A-18. The agreement must be completed for each Participant assigned to the REP WEX activity. The completed agreement must be on file with the Contractor by the 15th day from assignment to the RWX Employer/Provider. The signed agreement must be retained in the Participant's permanent case folder. Failure to obtain/retain a signed and completed REP 1 agreement by the due date is cause for removing the Participant from the activity.

The Contractor must monitor, verify, and obtain documentation of all actual hours of participation in a WEX activity.

The Contractor must ensure the GN 6365, Monthly Attendance Report Form, Exhibit B, Technical Exhibits, A-10 or (equivalent if approved by the County, in writing) is completed on a monthly basis for each Participant assigned to a WEX activity.

The Contractor must evaluate the REP WEX employer/provider participating in the REP WEX activity based on the following criteria:

- (a) The delivery of services.
- (b) Total number of REP Participants trained.
- (c) Total number of REP Participants offered unsubsidized employment by the employer.

Upon final evaluation by REP Program staff, if the REP WEX employer/provider does not reasonably meet the above-mentioned criteria based on the available slots, the REP WEX employer/provider will be limited to serving REP WEX Participants for 12 months from the date of the REP WEX Agreement.

DPSS reserves the right to authorize the continued participation of employers/providers which provide REP WEX services to REP Participants. DPSS may terminate the use of any REP WEX employer/provider that violates any law, rule, or regulation, or fails to meet the performance criteria, or engages otherwise in activities deemed inappropriate.

#### **4.8.1 Assignment of WEX/RWX on GEARS**

Contractor must assign Participants engaged in a WEX activity at a RWX site using the WEX component and RWX GEARS session type.

The REP WEX (RWX) Session Type will be used on GEARS for each REP Service Area.

RCM will enter the name of the RWX Employer on the Maintain GAIN Participant Activity Comment (MGPA) screen on GEARS. The RWX session type is linked to the WEX component on GEARS.

Contractor will follow REP Policy when referring REP Participants to REP WEX, Exhibit B, Technical Exhibits, A-1 (Link 2).

#### **4.8.2 WEX Time limits**

WEX participation is limited to a maximum of twelve (12) months. Participation in a WEX activity shall be limited to six (6) months at the RWX site assigned. Upon the six month WEX assignment, Participants shall engage in a job search activity a minimum of a three-week period.

In the event employment is not obtained at the conclusion of his/her (6) month WEX participation, a Participant may extend WEX participation for an additional six (6) months with a different RWX site.

### **4.9 Vocational Education & Training**

Vocational education and training, includes, but is not limited to, occupational skills training at community colleges, regional occupational centers and regional occupational programs. Participants typically receive a certificate of completion. Participation in a vocational education and training program is intended to lead the Participant to gainful employment and career growth.

Vocational education and training can include Vocational English-as-a-Second Language (VESL) programs. VESL programs are vocational programs designed to develop language skills for non-English or limited English speaking Participants in the context of career planning and preparation in a determined field of employment.

#### **4.9.1 Vocational Education and Training Time Limits**

REP Participants may engage in a vocational training and educational program.

For RCA REP Participants, vocational education and training programs must meet the following:

- lead to employment within one year; and
- restricted to the results of the employment plan.

The vocational education and training program selected for the Participant will have been determined as a result of the vocational assessment and mutually agreed upon by the Participant and vocational assessor.

**Note:** VESL programs for RCA-eligible or former RCA-eligible Participants may not exceed a 12-month limit.

VESL programs for CalWORKs-eligible Participants may exceed 12-months, but may only be counted as a core activity during the first 12 months.

#### **4.9.2 Job Skills Training**

REP Participants who do not complete their vocational educational and training program within the twelve month time period may be allowed to extend their participation beyond twelve months as a Job Skills Training Program.

Contractor must ensure REP Participants are transitioned from the Vocational (VOC) component to the Job Skills Training (JST) component on the first of the following month the Participant completes the 12-month VOC component as a core activity.

**Note:** Assignment of Participants to Job Skills Training (JST) must be based on their employment plan. If a given activity will qualify as JST or vocational education or training, then the JST should be approved or assigned.

To be converted to Job Skills Training, the following criteria must be met:

- The program leads to a self-supporting job;
- The individual is making satisfactory progress;
- The individual does not possess a baccalaureate degree unless he or she is pursuing a California regular classroom teaching credential.
- The program is on the County list of programs that the County agrees will lead to employment.
- If the program is not on the County-approved list, the Contractor must continue to provide the individual with the opportunity to demonstrate that completion of the program will lead to self-supporting employment.

## 4.10 Post Employment Services (PES)

### 4.10.1 The Goal of Post-Employment Services (PES)

The Goal of Post-Employment Services (PES) is to provide Participants with the information, resources, and tools they need to retain unsubsidized employment, improve career potential, and achieve economic self-sufficiency at a living wage prior to exhausting their 48 month time limit. To this end, an array of services are offered to help Participants stay employed and get a better job with sufficient wages to reach self-sufficiency from CalWORKs dependency. PES provides supportive services and activities for working aided and former CalWORKs Participants.

Participation in concurrent Welfare-to-Work activities, in addition to employment, is **mandatory** for aided CalWORKs Participants working less than 30/35 (single parent/two-parent household) hours per week.

Participation in REP activities is **voluntary** for aided and former-CalWORKs Participants working at or above 30/35 (single parent/two-parent household) hours per week.

CalWORKs aided Participants are eligible for PES if engaged in any combination of work hours and Welfare-to-Work activity hours for a minimum total of 30/35 hours; unless he/she is granted an exemption.

Participants whose CalWORKs case has been terminated and who are employed full-time may receive PES supportive services for the concurrent activity only for up to 12 months after CalWORKs termination and must be enrolled in a concurrent activity at the time of termination.

Participants employed full-time at CalWORKs termination are eligible for up to 12 months PES for a concurrent Specialized Supportive Services (SSS) or educational/training component. In addition to being employed full-time, the Participant must be enrolled in the concurrent SSS or educational/training component prior to the CalWORKs case termination. Supportive services (i.e. transportation and ancillary) are only issued for the concurrent SSS or educational/training component. No supportive services are issued to support the employment after CalWORKs case termination. S/he cannot return and request PES after the CalWORKs case has been terminated.

Contractor will contact employed Participants receiving PES on a monthly basis to identify potential employment barriers. This contact will include a case review to compare LEADER and GEARS employment data, an assessment of the Participant's supportive services needs, and adequacy of provided services.

The Participant is required to provide periodic verification of employment (at least quarterly) to verify continued employment and actual weekly work hours.

#### **4.10.2 PES for RCA and Former RCA Participants**

RCA and former-RCA eligible REP Participants are eligible for PES if engaged in any combination of work hours and Welfare-to-Work activity hours for a minimum total of 20 hours (unless granted an exemption to participate in fewer hours), provided:

- Income does not exceed the self-sufficiency income amount;
- Remain eligible to REP Services;
- Are compliant with REP requirements;
- Subject to funding availability.

**Participants whose RCA benefits have terminated due to excess income are not eligible for ongoing PES.**

#### **4.11 Post Time-Limit Services (PTL)**

Through the GAIN Program, Los Angeles County offers PTL, employment related services, to Participants who have transitioned off of CalWORKs benefits as a result of the 48 month CalWORKs time limit. PTL Services are subject to the availability of funds and are limited to 12 months from the Participant's date of termination from CalWORKs due to time limits.

#### **4.12 Transitional Subsidized Employment (TSE)**

TSE is a time-limited, subsidized, employment program comprised of the following activities: Paid Work Experience (PWE), Specialized Work Experience (SWE), On-the-Job Training (OJT), and Work Study (WS).

The goal of TSE is to assist REP Participants to obtain hands-on training, employment experience, and the opportunity to learn/enhance employability skills to assist them in obtaining and retaining unsubsidized employment.

The services for OJT and PWE/SWE are arranged by the South Bay Workforce Investment Board (SBWIB) with One-Stop WorkSource Centers or other County designated contractor located throughout the County.

TSE activities are limited to post-assessment. Participants deemed potentially eligible for TSE activities must undergo a Vocational Assessment prior to TSE activity assignment.

**Note:** Subsidized employment is not a countable employment placement. Contractor cannot count a TSE placement as an “entered employment” count. Upon a Participant being hired as a permanent, unsubsidized employee, the Contractor can count the employment as an “entered employment” count.

Participants who may benefit from TSE programs include, but are not limited to:

- Unemployed Participants with little or no work experience;
- Part-time employed; or
- Full-time employed and still receiving cash benefits.

TSE activities are subject to the availability of funding. TSE activities are generally available to CalWORKs-eligible Participants only.

As TSE activities become available, the County will provide instructions to the Contractor on the Participant referral process and program criteria and/or eligibility.

#### **4.12.1 Paid/Specialized Work Experience (PWE/SWE)**

PWE and SWE are equivalent to a TSE activity.

**PWE** is a subsidized employment activity at a nonprofit public organization or a nonprofit private employer, in which the salary is funded by DPSS. PWE assignments that combine employment with employer-linked education/training programs are only available to CalWORKs-eligible Participants.

**SWE** is an employment activity offered to CalWORKs-eligible Participants receiving specialized supportive services, i.e. Domestic Violence (DV), Mental Health (MH), or Substance Abuse (SA) services.

Participants may be assigned to PWE/SWE activities ranging from 30/35 hours per week, for a period up to 12 months.

#### **4.12.2 On-The-Job Training (OJT)**

OJT is an employment and training program that is partially funded through subsidized and unsubsidized funds. Participants enrolled in OJT receive job skills training from an employer. Upon completion of

their training, it is expected Participants will be retained by the employer. Some service providers may offer OJT, but in no case is DPSS directly responsible for the wage subsidy.

OJT is funded by Workforce Investment Boards (WIB) who contracts with private sector companies. The specifics for each OJT are specific to the contract held between the WIB and the employer. Variances may exist between the type of training, training duration, wage, and tasks for each OJT activity. Typically, a portion of the Participant's wages are paid for by the WIB and the employer.

#### **4.12.3 Work Study (WS)**

Participation in a WS activity provides an opportunity for CalWORKs students to engage in a work study assignment that, in combination with their hours of education, will enable them to meet their 20/30/35 hour work participation requirement.

Contractor shall provide available program marketing tools promoting the benefits of the WS program to REP CalWORKs-eligible Participants who are enrolled in a Community College. If interested, REP students shall be referred to the Community College CalWORKs office for consideration to a work study slot.

Contractor and Community College shall exchange information regarding educational placement and employment verification. The availability of WS activities is subject to available funding.

#### **4.13 Exemptions**

Contractor shall provide the CW 2186A, CalWORKs and Welfare-to-Work Time Limit Exemption Determination form to Participants requesting an exemption. The Contractor shall notify Participants in writing within 15 calendar days of their request indicating whether the exemption was approved or denied.

Contractor shall obtain verification from Participants to substantiate an exemption, and submit recommendations for approval or denial of exemptions to County designated staff to make final determinations. Contractor shall assist the Participant in obtaining verification, if needed.

The Contractor shall encourage Participants granted an exemption to volunteer in the REP Program, and explain the benefits of participating as an exempt volunteer. This discussion shall be documented via the GEARS MGPA screen. Exempt Participants can receive transportation, ancillary, and child care assistance for their approved activities. Exempt Participants

can get help with finding a job, going to school/training, subsidized employment, etc. Exempt volunteers are not subject to the 30/35 hour per week or 20 hour core activity requirement.

Exempt volunteers who do not meet satisfactory progress or attendance in accordance with their WtW plan, or stops participating in their agreed activity without good cause shall be subject to the compliance process and temporary exclusion from the REP Program. Financial sanctions do not apply to exempt volunteers.

#### **4.14 Specialized Supportive Services (SSS)**

As part of the CalWORKs/REP Program, Welfare-to-Work (WtW) Participants may receive treatment and Specialized Supportive Services (SSS) to help overcome barriers to employment due to Domestic Violence (DV), Substance Abuse (SA), and Mental Health (MH) issues through a DPSS direct referral or a reverse referral. The PA 1923, "CalWORKs Treatment/Services Verification," also known as the *Reverse Referral*," is used by CalWORKs contracted DV, MH, SA, or directly operated treatment service providers whenever a Participant begins receiving treatment services without a direct referral from DPSS or Contractor's RCMs.

Participants that have been identified by their Eligibility Worker (EW) as having a need for SSS (DV, MH or SA) will be expedited into REP.

Contractor's RCMs shall re-screen all Participants who self-declare or are identified by the EW to be in need of DV, MH, and/or SA services.

The RCM shall use the GN 6140A, "Screening for Mental Health (MH) and Substance Abuse (SA) Instruction For GAIN Service Staff Use Only" to re-screen the Participant for potential MH/SA service referral based on the total score for the questions that were answered (See Exhibit B, Technical Exhibits, A-9.) MH Clinical Assessment will be **mandatory** for Participants with an urgent or somewhat urgent need (Levels 1 and 2) and **voluntary** for those with a less urgent need (Level 3). The score 1 Priority Level match is as follows:

- Priority Level 1: Urgent (7 or more points);
- Priority Level 2: Somewhat Urgent (5-6 points ); or
- Priority Level 3: Less Urgent (1-4 points).

##### **4.14.1 Clinical Assessment (CLA)**

**CalWORKs**: Upon completion of the revised GN 6140A, a referral to MH/SA CLA will be made if it is determined that a need exists. All

Participants not referred to either a MH or SA CLA shall be referred by the RCM for participation in a REP activity per the REP/GAIN flow.

The RCM must make a direct referral to a MH provider chosen from the GEARS inventory based on location and convenience for the Participant. The RCM must ensure that the Participant's Priority Level is communicated to the provider, as the provider may need to schedule a MH CLA appointment based on the results of the scoring on the revised GN 6140A, as follows: priority level 1: urgent (7 or more points); priority level 2: somewhat urgent (5-6 points); and priority level 3: less urgent (1-4 points) where CLA is voluntary.

For SA CLA is mandatory for Participants who score one point or more. The RCM must follow existing CalWORKs/GAIN procedures for referring Participants with a SA need to SA CLA. Refer to GAIN Online Policy Chapter 1200, Exhibit B, Technical Exhibits, A-1 (Link 3).

#### **4.14.2 Domestic Violence (DV)**

**CalWORKs:** Upon completion of the PA 1913, self-disclosure of a DV situation, the RCM shall inform CalWORKs Participants of available Domestic Violence (DV) services are available to CalWORKs Participants to assist them in overcoming barriers to employment and obtaining self-sufficiency. Additionally, review/complete the CW 2199 with the Participant to identify the need for DV services and waivers due to a DV barrier DV services are based upon a professional (DV service provider) evaluation and whether DV services are included in or outside the Welfare-to-Work (WtW) Plan, GAIN Online Policy Chapter 100.119 – Welfare-to-Work Plan, (Exhibit B, Technical Exhibits, A-1 (Link 3).)

State regulations allow for a past or present victim of DV, who is impaired from participating or progressing in employment or a WtW activity, to be eligible for a time limit clock stopper or extender, depending on when the situation occurred, and a certain waivers of the WtW Plan requirements GAIN Online Policy Chapter 400.72 – Domestic Violence, (Exhibit B, Technical Exhibits, A-1 (Link 3).)

The RCM must follow existing CalWORKs/GAIN procedures for providing services to Participants as having a DV need as outlined in Online GAIN Policy Chapter 1200, Section 1250; (Exhibit B, Technical Exhibits, A-1 (Link 3).)

#### **4.14.3 Mental Health (MH)**

**CalWORKs:** Mental Health (MH) services are available to CalWORKs Participants to assist them in overcoming barriers to employment and obtaining self-sufficiency. The RCM must complete the GN 6372, Request For Mental Health Clinical Assessment - Part I OR Waiver Of Mental Health Clinical Assessment - PART II form, (Exhibit B, Technical Exhibits, A-14), for all Participants who score into MH Priority Level 3 on the revised GN 6140A in order to designate whether the Participant would like to accept or decline MH CLA. Document actions on the MGPA screen and file a copy of the completed revised GN 6140A in the case file.

The RCM must follow existing CalWORKs/GAIN procedures for referring Participants as having a MH need to MH CLA as outlined in GAIN Online Policy Chapter 1200, Section 1260, (Exhibit B, Technical Exhibits, A-1 (Link 3).)

#### **4.14.4 Substance Abuse (SA)**

**CalWORKs:** Substance Abuse (SA) services are available to CalWORKs Participants to assist them in overcoming barriers to employment and obtaining self-sufficiency. A Participant has the right to request a third-party Clinical Assessment if he/she does not agree with the results of the first Clinical Assessment. (See Exhibit B, Technical Exhibits, A-1 (Link 3 Online GAIN Policy Chapter 800.7 – Third Party Assessments.) A Participant has the right to refuse any SA services; however, he/she must attend the mandatory Clinical Assessment. If the Participant agrees to the recommended services, satisfactory participation is mandatory unless Good Cause is established. SA services are based upon a professional evaluation and are a part of the Participant's Welfare-to-Work Plan.

The RCM must follow existing CalWORKs/GAIN procedures for referring Participants as having a SA need to SA CLA as outlined in GAIN Online Policy Chapter 1200, Section 1270, (See Exhibit B, Technical Exhibits, A-1 (Link 3).)

#### **4.14.5 SSS For Non-CalWORKs Participants**

**RCA-Eligible Refugees** who are identified as having a DV, MH or SA need are limited to access services through County-funded hospitals and clinics only. Access to CalWORKs funded contractors are not available for RCA-eligible REP Participants. The RCM shall direct the RCA-eligible refugee to contact the Los Angeles County

211 Information Hotline to identify a County funded hospital, clinic or DV provider to access ongoing Specialized Supportive Services.

Contractor may also direct Participants with DV related issues to contact the Los Angeles County DV Hotline at (800) 978-3600.

#### **4.15 Life Skills/Acculturation Workshops**

Life Skills/Acculturation workshops (LSC) provide REP Participants with practical tools for everyday life as well as coping strategies for difficult situations. Participants can attend a variety of classes which range from time management to adjusting to changes in the work environment. The classes may be assigned as a bridging activity, a concurrent post-assessment activity, or as a concurrent activity with a Self-Initiated Program (SIP) to meet the minimum participation requirement of 30/35 hours per week. Participation in LSC is a non-core activity.

LSC workshops consist of survival skills and employment readiness workshops for refugee Participants that address topics such as: landlord/tenant relations, basic legal education to assist with maneuvering through the system, i.e., labor law, acceptable work environment, gender law and equal rights of employment, acceptable professional work ethics, etc.

Contractor is to ensure the availability of a minimum of one LSC workshop a week. Topics will be determined based on the appropriateness and need of the Participants. Contractor is to submit a monthly schedule and curriculum of LSC workshops to the CCA for monitoring and review.

LSC workshops may consist of the following:

Life Skills Social/Cultural Orientation Workshops:

- LSO #1: Nutrition
- LSO #2: Housing standards
- LSO #3: Home maintenance
- LSO #4: Household budgeting
- LSO #5: Economic self-sufficiency
- LSO #6: Citizenship
- LSO #7: Elderly Services/Language Skills

Life Skills Social/Cultural Pre-Employment Workshops:

- LS #1: Work Environment
- LS #2: Work Ethics
- LS #3: Wages/Compensation

- LS #4: Employment Benefits
- LS #5: W-2/Taxes
- LS #6: Work Performance Evaluations
- LS #7: Earned Income Tax Credit
- LS #8: Labor Laws/Relations
- LS #9: Gender Law
- LS #10: Sexual Harassment
- LS #11: Tenants' Rights
- LS #12: Credit/Consumer Education
- LS#13: Immigration

Enhanced Life Skills Social/Cultural Post-Employment Workshops:

- ELS #1: Time Management
- ELS #2: Conflict Resolution
- ELS #3: Arranging for back-up child care
- ELS #4: Arranging for back-up transportation
- ELS #5: Reassessing Education/Training
- ELS #6: Rules/Working with Supervisor
- ELS #7: Adjusting to Change in the Workplace
- ELS #8: Flexibility in the Workplace
- ELS #9: Interpersonal Skills

Note: Contractor may invite someone from the community to make a presentation to the refugee Participants (i.e. workshop on women's rights, legal aid, etc.)

#### **4.16 Job Development and Related Services**

On November 2, 2000, during the Job Developers' Conference, a uniform marketing approach was developed to unite all DPSS Job Developers to operate in a more uniform manner, and to avoid making contact with the same businesses.

In order for DPSS job development staff to become more competitive within the business community and to perform in a more uniform manner, **LA LINK** was developed by job development staff as the new marketing approach of DPSS job development services.

##### **4.16.1 Business Service Model**

The Business Services Model focuses on identifying the needs of businesses as the best opportunity to provide support for workforce and economic development. The dual role of the Business Services Specialist (BSS) is to help businesses reach their goals by providing qualified candidates who can do the job. In doing so, DPSS achieves

its goal, which is to help Participants reach economic self-sufficiency through employment.

Specifically, DPSS' role in the Business Services Model can include:

- (a) Ensure job development staff attend meetings with WorkSource Center staff in order to facilitate networking and job sharing;
- (b) Provide participants with information on recruitment activities, including job fairs and special recruitments;
- (c) Collaborate with WorkSource Centers to coordinate possible solutions using existing resources to meet business needs, (e.g., downsizing, expansion); and
- (d) Assist with Participants enrollment into the WorkSource system.

#### **4.16.2 Business Services Specialist**

The "Business Services Specialist" (BSS) is an extension of case management and is the equivalent position of a Job Developer. The BSS must regularly interact with the business community in order to cultivate and maintain the relationships that provide our Participants with job opportunities.

Contractor must designate responsible staff to hold the assignment of BSS. The BSS is responsible for identifying and preparing potential candidates who can meet business staffing needs. This entails coordinating and/or providing services, which include: staffing and placement assistance, pre-screening and interviewing, workforce development and additional business resource assistance through our partners.

Contractor must ensure the BSS staff follows the essential functions/duties and minimum expectations and protocols as outlined in GAIN Online Policy Chapter 700 and the Job Development Handbook, (Exhibit B, Technical Exhibits, A-1 (Link 3 and 6).)

Contractor shall use only approved LA LINK marketing materials to market job development activities and services to our business partners and Participants. Contractor shall assign the BSS as the area's LA LINK representative.

#### **4.16.3 In-House Job Search**

In-House Job Search is a bridging activity to assist with meeting the

weekly hour requirement, in which the Participant's principal activity is to seek employment. In-House Job Search is supervised by the Contractor's designated Business Services Specialist (BSS) and is conducted at the Contractor's site.

The assigned BSS shall ensure the RCM indicated the date of Job Development referral on the GEARS MPRS screen, "JOB DEVELOPER REFERRAL DATE".

The BSS provides the Participant with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance the Participant's capacity to move towards self-sufficiency.

Any activity that is determined to be necessary for the Participant to obtain or prepare for employment is included in In-House Job Search. The activities are directed, monitored, verified and documented by the assigned BSS. Activities vary on a case-by-case basis. However, the activities must fall within the classification of activities listed below to ensure the hours are countable towards the federal Work Participation Rate (WPR), (See Exhibit B, Technical Exhibits, A-1 (Link 5).)

The activities include:

- Creating a job search plan;
- Contacting potential employers,
- Looking for suitable job openings,
- Making contact with potential employers;
- Interviewing for jobs;
- Preparing a resume and/or cover letter;
- Completing job applications;
- Submitting resumes
- Instruction in workplace expectations;
- Life skills training;
- Soft skills training;
- Drug testing for a specific job classification;
- Taking tests to qualify for specialized certificates;
- Attendance to job fairs and recruitments;
- All Participant-related activities as described in the Job Development Handbook, Section 311, (See Exhibit B, Technical Exhibits, A-1 (Link 6),) and;
- All activities that prepare a Participant to meet with a business as described in the Job Development Handbook, Section 312, (See Exhibit B, Technical Exhibits, A-1 (Link 6).)

All time spent in an In-House Job Search activity must be monitored, verified, and documented by the Contractor's BSS according to County policy requirements.

Time spent in Job Search activities provided by the Contractor must be verified and documented using the In-House Job Search Activity Log (GN6367), In-House Job Search Timesheet (GN 6367-1) and the Daily Employer's Contact Log Sheet (GN 6367-3), (See Exhibit B, Technical Exhibits, A-11, A-12, and A-13.) All contact, regardless of method, must be documented on the Job Search Activity Logs.

The BSS must supervise all job search activities. Supervision may consist of:

- Face-to-face supervision
- Phone conference
- E-mail correspondence

Reasonable transportation time between interviews, but not to the first interview or from the last one of the day, will count towards WPR. Online activities are countable towards WPR but must be monitored and documented.

Contractor must ensure BSS follows In-House Job Search guidelines, per Online GAIN Policy Chapter 712.9, (See Exhibit B, Technical Exhibits, A-1 (Link 3),) and Job Development Handbook, Section 311.6 (See Exhibit B, Technical Exhibits, A-1 (Link 6).)

#### **4.16.4 Job Fairs**

Job Fairs provides Participants with opportunities to meet more than one employer at one convenient location. In addition, job fairs allow Business Services Specialists the opportunity to provide potential employers with a large pool of qualified candidates.

Contractor shall refer Participants to existing or upcoming Job Fairs within the community to meet with potential employers.

#### **4.17 Community Outreach, Resource And Referrals**

Contractor must engage in outreach activities that benefit and introduce REP Participants to available community resources and services geared to assist refugees/asylees in their resettlement and acculturation process.

Outreach activities must be designed to familiarize refugees with available community services and resources, to explain the purpose of such services

and facilitate access to such services and resources. Advise Participants of resources and referrals through the 211 Info Line.

Contractor shall seek to develop internship programs that promote mentoring to REP Participants through community collaborations with partnering organizations providing refugee-specific services and resources.

#### **4.17.1 Citizenship and Naturalization Services**

Contractor, when applicable, shall refer REP Participants for Citizenship and Naturalization preparation services, including English language training and civics instruction to prepare refugees for citizenship, application assistance for adjustment to legal permanent resident and citizenship status, assistance for disabled refugees in obtaining disability waivers from English and civics requirements for naturalization, and the provision of interpreter services for the citizenship interview. These classes prepare Participants for the American history and civic examination administered by the United States Citizenship and Immigration Services (USCIS), and the interview.

#### **4.17.2 Citizenship Monitoring**

Contractor must monitor and account for Citizenship and Naturalization Services as a Life Skills Workshops: Please see Section 4.15, LS #13: Immigration.

### **4.18 Community Service**

Community Service (CS) is a temporary and transitional activity performed with private or public non-profit organizations. CS activities are intended to enhance or further develop Participants with necessary job skills that can lead to unsubsidized full-time employment and ultimately lead to self-sufficiency. It is considered a core activity and may be used concurrently with other allowable activities to meet the required 30/35 hours of participation.

CS is approvable when it is consistent with the Participant's the Welfare-to-Work Plan.

The CalFresh Program formula is used to determine the maximum number of weekly hours individuals may participate in CS.

Participants have the option to either choose their own CS provider or be referred to an existing CS provider. All providers need to come

from public or private non-profit organizations. Ultimately, the activity must be consistent with the Participant's vocational assessment.

## **5.0 SPECIFIC WORK REQUIREMENTS –TASKS & DELIVERABLES**

The Contractor must be flexible in furnishing the necessary services to Participants as the program and Participant needs change within the bounds of applicable REP policies and regulations.

In addition to any other requirements outlined in this Statement of Work the Contractor shall:

1. Provide services in accordance with the Contract including but not limited to this Statement of Work.
2. Contractor shall ensure GEARS is updated to reflect the appropriate REP activity. Updates must be completed within 24 hours from date of assignment. If not possible, the Contractor shall ensure assignments are manually recorded in the case record.
3. Be responsive to the Participants' specific situations when interacting with them through group or individual services or a combination thereof.
4. Jointly develop a REP Employment Plan with the Participant following vocational assessment, utilizing the information gathered from the assessment.
5. Adhere to the REP CalWORKs and non-CalWORKs Program flow as shown in the Exhibit B, Technical Exhibits, A-22 and A-29.
6. Meet or exceed Performance Outcome Measures, as detailed in this Statement of Work, Section 6.0.
7. Meet Performance Requirement Standards, as detailed in this Statement of Work, and summarized in Exhibit B, Technical Exhibits, A-21 and A-23.
8. Offer appropriate supportive services to assist REP Participants in overcoming barriers to employment and self-sufficiency.
9. Meet administrative tasks as well as Contractor reporting responsibilities, as required.
10. Maintain the integrity of the County's REP by ensuring Contractor staff meets their responsibilities, as well as makes appropriate assessments in assessing Participant fraud, and making fraud referrals, as necessary.
11. Protect the Civil Rights of all Participants.
12. Provide, in writing, the necessary case managers, supervisory support, and administrative support, as proposed and agreed upon at Contract execution.
13. Provide all facilities and supplies, unless otherwise specified as County provided items.

14. Monitor Participant activities within each Welfare-to-Work component, document case activity, and track Participant's progress on GEARS operating system.
15. Contractor will be monitored and measured via the review of GEARS reports to determine the number of cases that have had no activity for more than 30 days. County will determine a performance rate by dividing this number by the total registered caseload.

Contractor must register Participants from the unassigned pool to REP within 2 business days.

Contractor must assign a Participant to an appropriate component/activity within thirty (30) calendar days from date of cash approval.

16. Schedule all REP Participants for their first and subsequent work activities with no lapses between activities, according to written County policy.
17. Provide, document, track and report on the provisions of REP services.
18. Encourage and motivate Participants (face-to-face, via phone or letter) to engage in REP activities.
19. Assign Participants to activities and provide information on resources that are not available through the REP service provider.
20. Coordinate the Participant's efforts in meeting his/her cash program work participation requirements through the REP.
21. Answer any questions or address concerns pertaining to the need for additional services and document the GEARS case record with the needs discussed and action taken to address such needs.
22. Refer Participants to agencies identified/approved by County which provide mental health, substance abuse or domestic violence treatment/services, at any time in the REP flow based on the Participant's request, self-disclosure or observance of signs.
23. Inform Participants of available SSS treatment services (MH, SA, and DV) and available waivers of the WtW program requirements.
24. Collaborate with CalWORKs-contracted DV/MH and SA service providers in decision making.
25. Inform Participants who are victims of DV of the option to use an alternate mailing address to ensure safety. Refer to Memo # 08-56, Alternate Address for Victims of DV.
26. Inform REP Participants of the importance of securing employment with an income level at or above minimum wage to assist Participants in making a transition from public assistance to self-sufficiency.
27. Disseminate work study information to every unemployed CalWORKs REP Participant who is enrolled in a community college. Document referral, outcome of referral and employment verification in case record, if applicable.

28. Inform RCA Participants in the month prior to reaching their eighth month of the RCA time-limit, the RCA Participant's ability to apply for CalFresh and GR as of the first business day after their RCA time limit has terminated. Contractor shall document the GEARS case record of an offer of CalFresh assistance service.
29. Refer or assign REP Participants to the appropriate work-related component or activity, as recommended by DPSS, as a result of the vocational assessment.
30. Generate and complete necessary documents required for the Participant to participate in his/her assigned REP component or activity.
31. Document compliance issues, sanction resolution actions, outreach efforts and final outcomes.
32. Document at least quarterly employment information/verification (Verification of Employment), tracking employment retention, hourly participation adjustments and/or any other actions taken.
33. Document increases/decreases in earnings, verified through pay stubs or other available sources.
34. Document language needs of Participants and how they were resolved (Primary Language Form), as applicable. Document interpretive actions taken.
35. Document medical verifications (Verification of Exemption) and all other exemptions, as applicable. Once exemptions have been confirmed, Contractor shall close the case, with the exception of case exemptions that are for less than thirty (30) days, or the Participant requests to participate as an exempt volunteer. Exemption cases are not considered active cases, unless the Participant is participating in REP as an exempt volunteer.
36. Disclose/discuss Participant's rights and responsibilities and document case record to validate such disclosure. See Welfare-to-Work Plan Rights and Responsibilities (WtW I), Exhibit B, Technical Exhibits, A-19.
37. Ensure proper identification of cases includes Participant name, case number, cash program type, and language. These must be indicated on the outside of the physical case folder. Ensure all documents and Notices of Action are filed according to requirements as outlined in REP Memo 09-09, INSTRUCTIONS FOR IMPLEMENTING THE BETTER ORGANIZING OF OPERATIONAL AND SYSTEMATIC TASKS (BOOST) WITHIN THE REFUGEE EMPLOYMENT PROGRAM dated 03/18/2009, (See Exhibit B, Technical Exhibits, A-1 (Link 7).)
38. Complete and file the REP Family Self-Sufficiency Plan, assist Participant with establishing employment goals and document in case activity record.
39. Filing of all pertinent documentation and supporting verification into the case folder.

40. Filing of vocational assessments.
41. Ensure all Self-Initiated Program Forms, Service Provider Referral Forms or program applicable forms are affixed to case folder to verify component/activity start and expected end dates. (See Self-Initiated Program Identification (GN 6004) and Self-Initiated Program Verification (GN 6005), Exhibit B, Technical Exhibits, A-2 and A-3.
42. Ensure all Participant contacts, regardless of form of communication are documented in the case record.
43. Document child care arrangements, referrals and assistance given to Participant. File a copy of the completed Child care referral form (PA 129). (See Exhibit B, Technical Exhibits, A-16).
44. Request and file completed quarterly progress reports (Progress Report of Education, Training, Post Employment Services, SSS treatment services, and Work Experience). Record satisfactory or unsatisfactory progress status and action taken in the case record.
45. Access/obtain required program forms via the DPSS Forms Library.
46. Order required forms not available through the DPSS Forms Library from DPSS CCA.
47. Ensure collaboration with staff representing the County, community colleges, and other refugee stakeholders. Ensure Contractor's participation in case coordination efforts with partnering departments including DCFS' Family Preservation or Family Reunification case plans.
48. Establish collaborative relationships/partnerships with community colleges to ensure REP Participants are informed of available training/services, such as college work-study (CWS), Limited-English Proficiency (LEP), Linkages, Family Reunification, and citizenship courses.
49. Collaborate with community colleges to engage Participants in vocational education, job skills training, education directly related to employment, and secondary school attendance to incorporate structured study time which can be documented and counted.
50. Contractor must have (face-to-face, via phone, mail correspondence or e-mail) contact with each Participant at least once a month, especially if the Participant is employed part-time.
51. Contractor shall implement the use of all communication tools, including any web-based applications, to share Participant documentation between Contractor and DPSS staff as needed. Contractor will receive instruction and training of web-based applications as implementation occurs.
52. Ensure that Contractor's Case Managers reconcile caseloads monthly with the use of the GEARS Case Management Activity Report in an effort to monitor/track all cases that have been inactive or between activities for thirty (30) days or more.
53. Ensure that Contractor's Case Managers maintain and update GEARS system alerts daily and timely.

54. Authorize advance supportive services for each eligible REP Participant in accordance with supportive service issuance processing benchmarks and timeframes.
55. Complete and mail manual Notices of Actions to Participants in their designated primary language within 10 days of case action.
56. Maintain a current and complete case record on GEARS for each Participant registered in REP and ensure all components are entered into GEARS correctly and according to existing policy and procedures. The County shall provide training to the Contractor regarding the use and maintenance of case records on GEARS.
57. Ensure confidentiality and safety of the DV victim, and assure that every DV case is kept in a locked cabinet.
58. Meet a 50 percent orientation show rate for all REP Participants referred to job club. The orientation show rate is based on the number of Participants that participate in the first day of the orientation/job club component. The orientation show rate will be calculated by dividing the number of Participants who attended the first day of orientation/job club component by the total number of Participants who were scheduled for the orientation/job club component.
59. Accurately update required changes to GEARS within one workday of receipt of documentation.
60. Contractor must ensure REP staff integrates use of the REP/GAIN On-line Policy Handbooks.

### **5.1 Language Line Accounts**

Contractor must provide linguistically and culturally sensitive services to all Participants. Contractor is required to have staff that speaks the language if the language spoken by a specific group of non-English speaking Participants is five percent or more of Contractor's caseload. Contractor must hire language appropriate staff when the specified language represents five (5) percent or more of the Contractor's total caseload. Access to the language line upon DPSS approval is reserved for situations where the Contractor has Participants who are non-English speaking, but the language these Participants speak is shared by less than five percent of the Contractor's caseload. The Contractor shall not use this resource in meeting the primary language needs in its awarded Service Area. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and costs will be deducted from the Contractor's payment.

**Note:** Language line cannot be used if five (5%) percent or more of the Contractor's total Program Caseload utilize the language at issue.

## **5.2 Customer Service**

Contractor shall implement an active customer service program that is consistent with the County's vision, as detailed in this Contract's Preamble. The customer services program must be approved by DPSS and any changes required by County to the Program must be made within ten (10) business days.

Contractor shall ensure customer service standards are met. DPSS shall monitor the quality of the Contractor's customer service by randomly selecting Participants for telephone and/or site surveys. Of those surveyed, ninety-five percent (95%) are to report satisfaction with Contractor services. A deviation of five percent (5%) (i.e., no less than eighty-five percent (85%) satisfaction) shall serve as the Acceptable Quality Level (AQL) on this standard. This measure is included in this Statement of Work, Subsection 6.3, REP Performance Requirement Summary Chart herein. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract Subsection 8.5.

Additionally, Contractor shall meet the following goals that are consistent with DPSS goals:

- Ninety percent (90%) of all Participants should wait no more than twenty (20) minutes from their appointment time before being seen.
- Contractor is expected to respond to advocate inquires within two (2) hours.

## **5.3 REP CalWORKs and Non-CalWORKs Tasks**

The REP is a State-mandated program subject to State and County rules, policies, procedures and regulations. Contractor must abide by all federal, State and County program policies, rules and regulations that govern the RCA/CalWORKs and REP program. This Contract is not meant to supersede "Applicable Rules and Regulations" and is consistent with them. A REP program flow has been developed to capture the complex array of services offered under the REP. REP Case Management flow charts may be identified in Exhibit B, Technical Exhibits, A-22 and A-29.

Case Managers are expected to follow the REP Flow charts when providing services to REP CalWORKs and non-CalWORKs Participants. The Subsections below provide additional information on various stages in the REP Flow. The provisions of REP services to both mandatory and voluntary CalWORKs-eligible REP Participants will comply with all CalWORKs WtW requirements, including the program flow, as specified in CDSS Manual of Policies and Procedures Section 42-700 and other applicable CalWORKs

WtW policy guidance issued by the California Department of Social Services, (See Exhibit B, Technical Exhibits, A-1 (Link 1).)

#### **5.4 Case Assignment**

REP Participant records will be sent to GEARS daily from the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) system. LEADER will forward REP Participant records into an unassigned pool, which is a virtual place in which new or returning Participant case record information is placed after it is entered into LEADER. This allows the Contractor's scheduling clerk to retrieve the Participant case record from the unassigned pool and enroll him/her into REP by initiating the appraisal appointment. The appraisal appointment is the first activity in REP.

Contractor must, within 2 business days, register into the REP Participants appearing in the unassigned pool. If a Participant erroneously appears in the unassigned pool or is erroneously assigned to the incorrect REP service area, the Contractor shall expeditiously work with County staff to reassign the Participant, as appropriate.

Contractor must ensure the percentage of Participants in the unassigned pool for more than 30 days does not exceed 1% of the total number of Participants to be assigned to a contracted case manager

Contractor must assign Participants to a REP activity/component within 30 days from cash approval.

#### **5.5 Case Management Operations & Other Tasks**

The Contractor will schedule all REP Participants for their first and subsequent work activities with **no lapses** between activities. Contractor is to ensure that the percentage of registrants who are between activities for more than 30 days is no more than 5 percent of the total number of Participants registered in REP. The Contractor shall be responsible for providing tracking and reporting of REP services through effective Case Management.

Contractor shall provide Case Management tasks which include, but are not limited to:

- Referring or assigning the REP Participant to the appropriate work-related component or activity, as demonstrated in the REP flow charts. Generate and complete necessary documents required for the Participant to participate in his/her assigned REP component or activity.
- Providing human social services by providing detailed instructions and ensure the Participant's understanding of the purpose of the REP,

motivate and guide Participants through the employment process, ensure full disclosure of Participant's rights and responsibilities, answer any questions or address any concerns that may have risen as a result of further acculturation needs.

- Accessing the Participant's transportation and ancillary services needs. Contractor must, via GEARS, issue transportation or work-related expense payments within the County's issuance approval guidelines so the Participant can engage in assigned activities or accept or retain work. Contractor will provide the level of required administrative services necessary to facilitate the transportation needs and other work-related expense needs for Participants in order that no further barrier to employment is created. All transportation and ancillary benefits are to be issued in advance of the Participant starting his/her REP activity. However, if an automated system isn't available, the Contractor shall have the capability to issue manually. Contractor shall offer alternative forms of transportation when conventional forms of transportation aren't available. Refer to REP/GAIN Online Policy, Exhibit B, Technical Exhibits, A-1 (Link 3).
- Offering and coordinating child care to each eligible REP Participant prior to assigning Participant to his/her REP activity.
- Referring Participants, at any time in the Welfare-to-Work flow based on the Participant's request, self-disclosure or obvious signs of problems, to agencies identified by the County that are required to serve REP Participants who need mental health, substance abuse, or domestic violence treatment/services.
- Ensuring monthly case maintenance and taking appropriate action within twenty-four (24) hours of case manager discovery, which includes automated and manual actions.
- In addition to the maintenance of a physical case record, Contractor shall ensure that a complete case record is maintained on REP operating system (GEARS). County shall provide training to Contractor regarding the use and maintenance of case record on REP operating system. The content of a Participant's physical case record shall meet the Better Organizing of Operational and Systematic Tasks (BOOST) requirements outlined in REP Memo 09-09, INSTRUCTIONS FOR IMPLEMENTING THE BETTER ORGANIZING OF OPERATIONAL AND SYSTEMATIC TASKS (BOOST) WITHIN THE REFUGEE EMPLOYMENT PROGRAM dated 03/18/2009, (See Exhibit B, Technical Exhibits, A-1,(Link 7).) Documents to be included in the case record shall include, but are not limited to, the following:
  - All notices of actions.
  - The REP Employment Plan.
  - Completed REP Family Self-Sufficiency Plan.
  - The vocational and/or career assessment.
  - Case documentation/notes.
  - Child care arrangements, referrals, and documentation.

- All applicable referral forms related to REP activity assignments.
- Completed and current Welfare-to-Work Plan (WtW 2), Exhibit B, Technical Exhibits, A-20.
- Documentation/verification and justification for supportive services paid and or denied.
- Documentation/verification of weekly hours of participation (progress reports, etc).
- Documentation/verification of actual hours of participation in educational/training related activities.
- Documentation regarding any compliance issues, cause determinations, and sanctions recommended.
- Documentation of subcontractors and service providers working with the Participant or members of the Participant's family.
- Documentation of social services/acclimation services provided.
- Family composition.
- Employment information and employment retention tracking.
- Documentation of increases/decreases in earnings.
- Standard release forms as needed for collateral contacts.
- Documentation of language needs and how they were resolved, as applicable.
- Documentation of the method of interpretation used for non-English speakers.
- Copies of rights and responsibilities and other forms and documents required in program procedures.
- Medical verifications, as applicable.
- Other documents as may be required by the County.
- Contractor's staff may make recommendations for County actions on cases, such as decisions affecting aid, determining exemptions, cause determination, and sanctions. Contractor's staff shall initiate compliance and inform County of their recommendation within one workday in accordance to program policy.
- Prepare case(s) for monitor review upon request from DPSS. The purpose of the monitor review is to review the application of program policy and procedures and the use of the GEARS computer system in an effort to maintain program integrity.
- Utilize County monthly caseload report to reconcile worker caseload.

## **5.6 Appraisal & Family Self-Sufficiency Plan**

### **Appraisal**

Contractor shall conduct an hour-long, one-on-one REP appraisal interview for all REP Participants, which shall include, but not limited to:

- An appraisal of work history, educational achievement and literacy.

- An evaluation of the Participant's immediate supportive services needs, e.g., child care, transportation, ancillary/work-related benefits, etc.
- An explanation of REP Program requirements and responsibilities, (i.e. weekly hours of participation requirement, good cause, exemption, noncompliance, sanction, time limits, etc.).
- An overview of the REP services and work activities.
- An explanation of the financial and social benefits of working.
- Specialized Supportive Services (i.e. mental health, domestic violence, substance abuse) screening.
- Learning Disability screening.
- An explanation of REP 60 month Time Limit and option to participate in GAIN for another 12 months, if eligible.
- An explanation of expungement services.
- Self-Initiated Programs (SIP) component.

The Family Self-Sufficiency Plan (FSSP) seeks to evaluate the fiscal needs of each REP family, assess the monetary amount needed for the family to become self-sufficient and document a plan for each employable family member who can pursue the goal of self-sufficiency within the shortest period possible. An employable family member is any member of the household who is able-bodied and legally able to secure gainful employment. A REP family may consist of only the Participant, i.e., only one household member.

The completion of the FSSP is mandatory for refugee households who participate in the REP. The Contractor must include the following in the FSSP:

1. Determine the income level a family would have to earn to no longer require its cash grant and move into self-sufficiency.
2. Complete an employability plan and timetable for each employable family member to obtain a level of family income, through job placement, that will lead the family to self-sufficiency and off aid.

3. Develop a plan to address the family's social service needs that may be barriers to self-sufficiency
4. Initiate completion of the FSSP during the REP appraisal.
5. Complete the FSSP within ninety (90) calendar days from the refugee household's approval for aid as posted by the County.

The FSSP consists of the following sections:

### **General Case Information**

Contractor must document:

- Name of Participant and case number.
- Spouse's name, if applicable.
- Identify the type of cash benefit the individual/family is receiving.
- Effective date cash aid is approved.
- Date of arrival, per I-94.
- Date assigned to Case Manager
- Date registered to REP.
- REP Appraisal date.
- Case Manager's Name
- Start date of first REP component/activity.

### **Section A: Family Information/Budget**

Contractor must document:

- Name(s) of each employable household member and their identifying information (i.e. alien number, relationship to Participant, age, and, if approved, cash benefit being received).

CalWORKs-eligible REP Participants: Two-parent households shall have total grant amount reported once for either employability plan.

Non-CalWORKs eligible REP Participants: Spouses shall have their individual grant amounts reported under their employability plan separate from the Participant's employability plan.

- Food stamp (CalFresh) allotment (food stamp allotment is based on family income and expenses).
- Employment income, if applicable. Employment income is considered any wages earned via full time/part-time employment, self-

employment, On-the-Job Training, Work-Study, paid work experience (subsidized employment).

- Other income, if applicable. Other income refers to unemployment benefits, in-kind income, scholarship income, etc.
- Family's estimated total monthly expenses.
- Total household size (aided/non-aided).
- Non-Exempt Maximum Aid Payment, per existing Fiscal Year CalWORKs Payment Standards.
- Estimated income amount to attain self-sufficiency for CalWORKs/RCA-eligible REP Participants.

To determine the estimated self-sufficiency income amount, the Contractor shall use the following formula for CalWORKs and Non-CalWORKs REP Participants:

- Non-Exempt Maximum Aid Payment Amount + 1 x 2 + \$225 = Estimated Self-Sufficiency Income

**Example:**

An assistance unit consists of a mother and two children. The Non-Exempt Maximum Aid Payment (MAP) for an assistance unit (AU) of three is \$723 per month.

Computation:  $\$723 + 1 \times 2 + 225 = \$1,673$

The \$724 ( $\$723 + 1$ ) exceeds the MAP for three (\$723); therefore, \$1,673 is the approximate income amount that would make the AU self-sufficient and ineligible for cash benefits.

- The self-sufficiency amount for GR-eligible REP Participants

As of the release of this solicitation, the benefit amount for a single-adult eligible for GR is \$221 per month. The self-sufficiency amount for a single-adult to become ineligible for cash benefits is \$621.

**Section B: Employment Information**

Contractor must document, for each employable family member:

- Name(s) of employable family member(s).
- Employment information and job title, if applicable.
- Employee(s) work experience, if applicable.

- Employment barrier(s) to meeting self-sufficiency goal(s).
- Education and Skills History (Years of study).
- Case Manager's employment plan for REP Participant(s).
- Determination that employment plan/goal will lead the family to self-sufficiency
- Need for additional resources, referrals, and social services.
- Outcomes associated with all social and community need referrals.

### **Section C: Long Term Employment Goals/Employability Plan**

Contractor must document, for each employable family member:

- Assessment date, if applicable.
- The long term employment goal for the family, which consists of the following:
  - Employment goal and
  - Expected monthly income or the hourly wage.
- Duration for the family to reach self-sufficiency, as determined by the Case Manager and Vocational Assessor.
- Assessor's recommended employment plan and service needs.

Contractor shall refer to REP Memo, 09-01: Instructions for Using the Interim Self-Sufficiency Plan for additional details and procedures, (See Exhibit B, Technical Exhibits, A-1 (Link 8).)

### **5.7 Participants in Self-Initiated Programs (SIP)**

**CalWORKs:** A SIP is an approvable education or training program for CalWORKs-eligible Participants when enrolled prior to the initial REP appraisal. The Contractor shall approve or deny SIPs according to GAIN On-line policy Chapter 600. The Contractor shall:

- At appraisal, assess CalWORKs-eligible Participants for SIP eligibility.
- Provide the Participant with the forms required to evaluate and determine SIP eligibility.
- Control and monitor for the receipt of all required SIP forms.
- If Participant is deemed SIP eligible:
  - approve the SIP,
  - open the corresponding component on GEARS,
  - document the case GEARS record,
  - issue advance supportive services, if applicable, and
  - transfer the case to GAIN, per REP/GAIN transfer procedures.

SIP Participants shall receive on-going WtW services via GAIN. All of the following criteria must be met for an approval of a SIP activity:

- The Participant was enrolled, on or before the date of the REP appraisal, or on the date the individual would have been appraised if s/he had not failed, with good cause, to attend the REP appraisal;

Note: SIP assessments are to be made during the Participants 1<sup>st</sup> REP appraisal. REP Participants who undergo subsequent REP appraisals, as a result of a break in aid, shall not be reassessed for SIP participation. The Participant shall be assessed and required to participate in REP program activities, as outlined under the REP program flow.

- The program leads to an undergraduate degree or certificate or a California regular teaching credential;

Note: A Participant who possesses a baccalaureate degree will not be eligible to participate in a SIP unless s/he is pursuing a California teaching credential;

- The educational program is determined to be a demand occupation which leads to employment;
- The program is on the GN 6141, Los Angeles County Listing of Approved SIPs Which Lead to Employment or the GEARS Vocational Training Inventory (accessed through GEARS). If the program is not on either list, the Participant may provide alternative documentation to reflect that the educational program enrolled is considered a demand occupation and will lead to employment.
- The Participant is to make satisfactory progress in their educational program.

**RCA/GR/CalFresh/Non-Aided** REP Participants are subject to separate program rules and requirements when assessing for SIP participation. SIP activities are **not approvable** for these groups of REP Participants. **RCA/GR/CalFresh/Non-Aided** REP Participants may not be engaged in full-time educational programs of higher learning or educational/vocational/certificate programs with a duration of completion beyond 12 months.

**RCA/GR/CalFresh/Non-Aided** REP Participants engaged in a full-time educational activity are required to meet the 30 hour weekly requirement to receive REP employment services.

## **5.8 Job Club/Job Search Referrals**

Contractor shall refer Participants not meeting the program weekly hour requirement to job search activities provided by a separate Contractor.

Contractor shall ensure REP Participants are provided with the necessary advance Supportive Services to meet their Job Club/Job Search activities.

Contractor must, at the time of assignment:

- Schedule the Participant to attend Job Club/Job Search (JCL/JSR).
- Open JCL/JSR component on the GEARS system.
- Ensure required referral form(s) are completed.
- Issue advance supportive services as needed.
- Document all case action on the GEARS system.
- Control/monitor for on-going participation and progress per existing GAIN/REP on-line policy, (Exhibit B, Technical Exhibits, A-1 (Link 3).)

Contractor shall evaluate on a case-by-case basis special circumstances where the REP CalWORKs Flow of Orientation to Job Club may not meet the Participant's unique needs. A determination to shorten or bypass Job Club/Job Search shall be made by the case manager, Participant, and case manager's supervisor. Contractor shall review and follow applicable policy and procedures prior to making a determination.

## **5.9 Bypassing Job Club**

REP Participants may be allowed to bypass Job Club if one of the following is met:

- Employed full-time;
- In an approved SIP and the JCL schedule would interfere with the schedule of classes;
- Self-declared via the PA 1913; or identification through the GN 6140A (See GAIN/REP Online Policy, Exhibit B, Technical Exhibits A-1) of a need for immediate counseling or treatment services for domestic violence, mental health or substance abuse; or identification through the PA 1923, reverse referral.
- Exempt from participation;
- Required to participate in Cal-Learn (See GAIN/REP Online Policy, Exhibit B, Technical Exhibits A-1);
- 19 years old and has not yet earned a high school diploma or equivalent certificate;
- Referred to a Learning Disability Evaluation; or
- In any instance in which the RCM identifies another reason not listed above for bypassing JCL, on a case-by-case basis and in conjunction

with DPSS, will determine if it would be beneficial for the Participant not to attend JCL.

Whenever a Participant meets the criteria for bypassing JCL, the Participant should be referred to Vocational Assessment, Clinical Assessment, and/or In-House Job Search, Chapter 1700-REP Policy, (See Exhibit B, Technical Exhibits, A-1 (Link 2).)

### **5.10 In-House Job Search**

When a Participant is referred to In-House Job Search, the RCM must indicate the date of referral by selecting the “JOB DEVELOPER REFERRAL DATE” on the GEARS MPRS screen. Only the current date may be entered.

In-House Job Search is an activity in which an RCM assigns a Participant to work with the agency’s designated Business Services Specialist (BSS) for a total of twenty (20) hours a week for General Relief Participants, up to thirty(30) hours a week for a Refugee Cash Assistance Participant/single parent, or thirty-five (35) per week for a two-parent household. The hours of participation will consist of hours working directly with the BSS and hours focused on submitting applications and participating in scheduled interviews. The BSS will maintain a tracking system of the Participants who were referred, received services and who secured gainful employment through their efforts.

The duration of In-House Job Search is based on the employment plan, services needed and the amount of time the Participant has attended a Job Search activity within the year. The activity can be assigned for up to four consecutive weeks if the Participant has not attended a Job Search activity within the last 12 months.

For CalWORKs REP Participants, In-House Job Search can only be assigned for two weeks, if the Participant completed four weeks of JCO or other Job Search activity within the last 12 months. The only exception is when both parents in a two-parent household are concurrently enrolled in REP. In such cases, the parent participating in In-House Job Search must be engaged for a minimum of 20 hours per week. The Participant can opt to be engaged in more than 20 hours, and this must be recorded in the case records.

The BSS must complete the In-House Job Search Time Sheet (GN 6367-1), In-House Job Search Daily Employers Contact Sheet (GN 6367-3) and In-House Job Search Activities Form (GN 6367) to record the participation and progress of the Participant. These forms are included in Exhibit B, Technical Exhibits A-11, A-12, and A-13. The BSS must provide

assigned RCMs with a copy of the completed In-House Job Search Forms for each of their Participants upon completion of the activity.

Refer to In-House Job Search GAIN Online Policy Chapter 700 and in the online Job Development Handbook, Exhibit B, Technical Exhibits, A-1 (Link 2 and 6).

## **5.11 Vocational Assessment (VOC ASM)**

Contractor shall refer Participants who have not obtained full-time unsubsidized employment at the end of the Job Club/Job Search period to a County approved vocational assessment provider for a vocational assessment. Contractor shall utilize the assessment in developing the REP Employment Plan for each REP Participant.

### **5.11.1 Vocational Assessment Referral Eligibility Conditions**

Contractor shall refer REP Participants for a VOC ASM when one of the following conditions exists:

- No employment is found within the first three weeks of Job Club/Orientation (JCO); or
- The Participant has been allowed to bypass JCO because it was determined that JCO would not be beneficial to the Participant; or
- The Participant is employed part-time, but needs to be assigned to a concurrent activity to meet the 30/35 WtW participation hours per week.

### **5.11.2 Vocational Assessment Requested From JCO**

During the third week of JCO, the JCO will contact the RCM via telephone, e-mail, or other means to request for a Participant to be assigned to VOC ASM and will be processed as follows:

- RCM must open a VOC ASM component on the same day, using existing procedures to generate the Service Provider Referral (GN 6006) referral on GEARS, REP Policy Chapter 1700 Section 171 2.2.24, (See Exhibit B, Technical Exhibits A-1 (Link 2).)
- RCM must annotate in the top, right-hand corner of the GEARS generated GN 6006 if the Participant is "**CalWORKs**" or "**Non-CalWORKs (RCA/GR/CalFresh/Non-Aided)**";

- RCM must fax the GN 6006 referral to JCO within **24 hours** of adding the component; and JCO must submit faxed GN 6006 referral to the assigned VOC ASM provider to request the VOC ASM.

### **5.11.3 Completion of Vocational Assessment**

The Assessment Service Provider shall record the assessment results on forms provided by County. Copies of forms shall be filed in the REP Participant's file and a copy shall be e-mailed to the appropriate REP Case Manager with a copy to the Regional Assessment Liaison within five (5) business days of the Participant's initial assessment interview.

The Assessment Service Provider is required to maintain a copy of the assessment file for a period of five (5) years, unless County Director's written approval is given to dispose of such material prior to the end of such period.

The Assessment Service Provider shall be available to discuss and provide assessment results to Contractor staff.

### **5.11.4 Third Party Vocational Assessments**

If the Assessment Provider and REP Participant are unable to reach an agreement on the development of an employment goal and/or plan, the Assessor shall inform Contractor using GN 6013 and GN 6014 within five (5) business days. The notice shall state the nature of the dispute and describe the issues involved.

If the RCM and the Participant believe a component not listed in the employment plan is better suited for the Participant, the RCM may contact the Assessor to discuss an amendment to the plan. Using professional judgment, the Assessor may agree to the amendment, if it is in line with the Participant's employment goal.

Upon referral by County, the Assessment Service Provider acting as the Third Party shall review the employment plan and make appropriate recommendations. The original Assessor must be available, upon request, to discuss and provide assessment records to Third Party Assessor.

Per State regulations, the results of the assessment conducted by the Third Party Assessor shall be binding upon the County and the Participant and shall be used by Contractor to develop the

appropriate employment plan for the Participant unless the Participant files a request for a State Hearing.

#### **5.11.5 Vocational Assessments Amendments**

If the employment plan requires a minor change that seems to be in-line with the scores/educational background of the Participant and the Participant agrees with the change, the RCM shall contact the Assessment Service Provider for approval and make the change in-house.

If the change is complicated, such as when the Participant has enrolled in an educational program that does not fit with their scores/educational background, or if the RCM and the Participant believe a component not listed in the employment plan is better suited for the Participant, the RCM shall contact the Assessment Service Provider to discuss an amendment to the plan. Using professional judgment, the Assessor may agree to the amendment, if it is in-line with the Participant's employment goal.

If the Assessment Service Provider does not agree with the amendment, the amendment request shall be denied and sent back to the Contractor. The Contractor must contact County to address/resolve the issue.

Although most of the employment plans may be amended in the first thirty (30) business days, based on extenuating circumstances, amendments to the plan can be made any time during the twelve (12) month period after the plan is signed.

#### **5.11.6 Reassessments**

The County contracted Assessment Service Provider shall conduct REP vocational reassessments whenever a Participant is referred for such services by the REP Case Manager (RCM) during the twelve (12) month period after the initial assessment. REP Participants may be referred for reassessment under the following conditions:

- A Participant shall be referred for reassessment whenever s/he fails to obtain employment after completion of all activities included in the Participant's employment plan.
- Referrals for reassessment shall also be made when it is deemed necessary by the RCM. Such additional reasons for reassessment may include, but are not limited to, the following:

- When REP Participants experience difficulty completing the employment plan recommendations:
  - Special circumstances that were not identified during the original assessment process that would preclude the Participant from completing the employment plan activities (e.g., Participant allergic to materials in the training environment).
  - Unavailability of the training facilities required for completing the employment plan and no other vocational training Contractor is available within reasonable proximity to provide the required training.
  - When the Assessment Provider has insufficient information to approve an amendment or additional testing is needed.
- The reasons provided for reassessment shall serve as guidelines for determining what actions the Assessment Provider shall take during the reassessment. After review of the Participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required.
  - All timeliness and processing requirements applicable to processing initial assessments are applicable to processing reassessments.

## **5.12 Clinical Assessment**

A Participant can be identified as having a Specialized Supportive Service (SSS) need not only through self-disclosure or via the GN 6140, Screening for Mental Health and Substance Abuse for Eligibility Worker Use Only, (See Exhibit B, Technical Exhibits, A-8,) and the GN 6140A, Screening for Mental Health and Substance Abuse Instructions for GAIN Staff Use Only, but also through observation, including reverse referral through the PA 1923, CalWORKs Services/Treatment Verification. (Refer to the Mental Health Service Need Identified Decision Chart, GAIN Online Policy, Chapter 1200, Section 1263.1, Exhibit B, Technical Exhibits, A-1 (Link 3).)

**CalWORKs:** Once CalWORKs eligibility is established, a Participant with a need for Domestic Violence (DV), Mental Health (MH) or Substance Abuse (SA) services will be expedited into GAIN/REP so that s/he can be re-screened to determine whether a MH/SA CLA referral will be made if it is determined that a need exists based on the total score for the questions

answered (See Chapter 1200, Section 1260, Mental Health Services, and Section 1270, Substance Abuse Services – Exhibit B, Technical Exhibits, A-1 (Link 3).) A Participant identified with a need for DV services will bypass Clinical Assessment and shall be referred directly to a DV service provider.

A Participant is to be informed that disclosure of a DV, MH and/or SA need will not impact his/her eligibility to CalWORKs or result in an automatic referral to the Department of Children and Family Services. It is essential that the Participant is informed at every opportunity of the numerous services available, despite any language obstacles. Refer to CalWORKs Participant Flowchart Decision Chart, GAIN Online Policy, Chapter 1200, Section 1263.2, (See Exhibit B, Technical Exhibits, A-1, (Link 3).) The documents listed below are available in all threshold languages to assist staff in providing SSS information to Participants to remove barriers that may interfere with their ability to obtain and/or maintain employment:

- CAL-1, CalWORKs Supportive Services for Mental Health and Substance Abuse Brochure
- CAL-3, CalWORKs supportive Services for Victims of Domestic Violence

The Contractor shall have the CAL-1 and CAL-3 readily available at all Contractor sites. (See Exhibit B, Technical Exhibits, A-1, (Link 12).)

Screening for DV, SA and MH cases shall be identified on GEARS for special handling and tracking. Whenever a Participant is identified as needing MH, DV or SA services after entering GAIN, the RCM is to complete an Identification of Participants with Supportive Services Needs (GN 6138), Exhibit B, Technical Exhibits, A-7. The GN 6138 is to be forwarded to the appropriate CalWORKs District office. This will ensure that the CalWORKs case is transferred to an SSS Eligibility Worker.

The RCM is to direct a Participant to a mandatory County-contracted Clinical Assessment at any time the RCM believes that a Participant's MH or SA issue may prevent him/her from participating in Welfare-to-Work activities. Refer to Mental Health Clinical Assessment Process Decision Chart, GAIN Online Policy, Chapter 1200, Section 1263.3, and for Substance Abuse Clinical Assessment Process Decision Chart, Section 1273.3, (See Exhibit B, Technical Exhibits, A-1 (Link 3).)

### **5.12.1 Clinical Assessment Process**

- If it is determined by the Clinical Assessor that the Participant has a MH or SA issue, he/she will directly refer the Participant to MH or SA services at the MH provider's site or SA provider's

site, respectively. However, if the Participant chooses not to access services, he/she will be referred back to the RCM.

- The Clinical Assessor will forward the results of the Clinical Assessment to the RCM. The evaluation may also include any prior diagnoses, assessments, or evaluation that the Participant provides.
- The Clinical Assessor is to forward a copy of the Clinical Assessment Provider Referral (GN 6006A), (See Exhibit B, Technical Exhibits, A-4) to the RCM if the Participant chooses to participate in MH or SA services.
- Participants determined by the Clinical Assessor to have severe MH issues may qualify for aid under SSI/SSP. A referral will be made by the Assessor.
- If the Participant does not agree with the results of the Clinical Assessment, he/she can request a third-party Clinical Assessment. Although results of the third-party Clinical Assessment will be final, the Participant will continue to have the option of accepting or denying services.
- If a Participant is currently receiving MH or SA services with a County-contracted or directly-operated service provider, he/she can bypass the Clinical Assessment, as it would have already been completed by the service provider.
- If a Participant is currently receiving MH or SA services from a non-County-contracted service provider, he/she must be referred for a Clinical Assessment. If the Clinical Assessor determines that the Participant has a MH or SA issue, the Participant may continue to receive services from the non-County-contracted service provider.
- If a Participant is receiving services from a County-contracted MH or SA service provider, but was not referred for services by DPSS staff, he/she does not have to be referred to Clinical Assessment.

A Participant declaring a Domestic Violence (DV) service need, in addition to a MH or SA service need, shall not be referred to Clinical Assessment until the DV is addressed. **In all instances, a DV need shall take priority over an MH/SA need due to safety concerns.**

- Additionally, if both SA and MH services are needed, the services are to be provided concurrently. However, if detoxification is needed, this service is to be considered first, even if the Participant has dual service needs.
- If a Participant is identified as having a MH or SA issue and he/she initially refuses services, he/she can choose to be referred for services anytime thereafter.
- The RCM must have the Participant sign a Request for Services/Waiver of Services (GN 6135), (Exhibit B, Technical Exhibits A-6,) each time s/he advises a Participant identified as needing MH or SA services that s/he can receive services and that s/he has currently refused services.

### **5.12.2 Clinical Assessment for Non-CalWORKs Participants**

RCA Participants will also be identified for Specialized Supportive Service (SSS) needs through self-disclosure or via the GN 6140, Screening for Mental Health and Substance Abuse For Eligibility Worker Use Only and GN 6140A, Screening for Mental Health and Substance Abuse for GAIN Services Worker Use Only.

Unlike CalWORKs-eligible REP Participants, clinical assessments for non-CalWORKs (RCA-eligible) Participants are limited to non-CalWORKs, County-funded substance abuse or mental health providers. As a result of the limited funds and available non-CalWORKs, County-funded Specialized Supportive Service Providers, it is likely that RCA-eligible REP Participants will be placed on a waiting list to receive ongoing substance abuse or mental health services.

RCA-eligible REP Participants with an emergent mental health need should be referred to a County Hospital.

A Participant with a need for MH or SA needs will require the RCM to initiate the following:

- RCM shall contact 211, LA County Info line, either via phone by dialing 211 or via the web at [www.infoline-la.org](http://www.infoline-la.org) and [www.healthycity.org](http://www.healthycity.org) to assist the Participant to identify a non-CalWORKs, County-funded substance abuse or mental health provider.

- Upon identifying a non-CalWORKs, County-funded substance abuse or mental health provider, the RCM shall inform the Participant to contact the provider to schedule an appointment.
- If a Participant is identified as having a MH or SA issue and s/he initially refuses services, s/he can choose to be referred for services anytime thereafter.
- The RCM must have the Participant sign a GN 6135, Request for Services/Waiver of Services, each time s/he advises a Participant identified as needing MH or SA services that s/he can receive services and that s/he has currently refused services.
- A Participant shall not be deemed in noncompliance in the event the Participant is unable to secure services from a non-CalWORKs, County-funded Specialized Supportive Service Provider.

### **5.13 Development of the REP Employment (Welfare-to-Work) Plan**

Contractor shall ensure that REP Participants sign their initial Welfare-to-Work (WtW) plan within ninety (90) days of their approval for CalWORKs cash aid as required by the County.

The WtW plan shall include:

- Specific activity assignments and services that will move the Participant into sustained employment/self-sufficiency.
- Hours of participation required.
- Other details as indicated on the WtW Agreement form that will be provided by County.

Contractor shall ensure that each Participant is participating full-time in the WtW activities as outlined by the State, unless granted a waiver of the Welfare-to-Work Program requirements. The requirements are currently as follows:

- Thirty (30) hours/week for Participants in a one-parent assistance unit.
- Thirty-five (35) hours/week between the two adults in a two-parent assistance unit where at least one parent must participate a minimum of twenty (20) core hours.

- Contractor shall enroll all non-exempt adults in at least twenty (20) hours per week of Core WtW activities. Contractor must enroll Participants for up to ten (10) to fifteen (15) hours per week in Core or non-Core activities to meet State participating requirements that will aid recipients in obtaining employment. All activities shall be described in the Participant's WtW plan.
- Contractor shall ensure WtW activities are structured for each Participant to promote the earliest possible job placement and not to discourage or delay employment or job-seeking.
- Contractor shall ensure the employment goal is attainable in the shortest time period.

WtW activities shall be selected from the list of approved activities below. Activities may be required concurrently, and it is anticipated that many Participants will be involved in multiple concurrent activities.

- Unsubsidized Employment
- Paid Work Experience/Work Experience
- On-the-Job Training
- Work Study
- Self Employment
- Job Search and Job Readiness Assistance
- Job Skills training directly related to employment
- Vocational Education and Training
- Education directly related to employment
- Remedial Education (includes Adult Basic Education (ABE), GED, and ESL instruction)
- Substance abuse treatment, mental health services, and domestic violence services
- Post-Employment Services:
  - Job retention services

- Skills and career enhancement
- Life skills and mentoring
- Life Skills Classes
- Bridging/Concurrent Activity

### **Appropriate Employability Services and Employment**

Contractor must determine if employability services and employment are appropriate in accordance with the following:

- All REP activities must be within the scope of the employment plan (WtW Plan) and Family Self Sufficiency Plan.
- Any claim of adverse effect to physical or mental health as a result of participating or future engagement in REP activities must be based on adequate medical verification from a physician, licensed or certified psychologist documenting the impairment to the Participant's physical or mental health, or self-declaration for Participants who disclose a DV barrier.
- The total daily commuting time to and from home to Participants' REP activity or employer must not normally exceed 2 hours, not including to and from child care facility.
- The employment or REP activity site must not be in violation of applicable federal, State, or local health and safety standards.
- REP activities must not be made which are discriminatory in terms of age, gender, race, creed, color, sexual orientation, national origin or religious/political affiliation.
- Employment may be part-time, full-time, or seasonal work, if the work meets the standards described in this Subsection.
- The wage shall meet or exceed State minimum wage laws. The wage shall not be substantially less favorable than the wage normally paid for similar work in the labor market.
- The daily/weekly hours of work shall not exceed those customary to the occupation.
- REP Participants shall not be required to accept employment if:
  - the position offered is vacant due to a strike, lock-out, or other bona fide labor dispute; or

- the Participant would be required to work for an employer contrary to conditions of his existing membership in the union governing the occupation. Employment not governed by the rules of his union in which s/he has membership may be appropriate
- Employment training must meet local employers' requirements to compete and lead to employment in the market being trained.
- A job offered, under the requirements of this Subsection, is required to be accepted by the Participant without regard to whether the job will interrupt a program of services planned or in progress, unless the Participant is currently participating in an on-the-job training or vocational training which is being carried out as part of their approved WtW plan.

#### **5.14 Non-Compliance**

The overall goal of Subsection 5.14, Non-Compliance, is to minimize the number of sanctioned Participants with the exception that a Participant understands the importance of compliance in the REP program; s/he will comply with his/her WtW plan and remain in full compliance.

- Contractor shall outreach to Participants to determine the reason(s) for the nonparticipation and assist the Participant to resolve the issues to prevent noncompliance or a sanction.
- Contractor shall outreach to treatment service providers for Participants who are accessing DV, MH or SA services prior to imposing an adverse action or a sanction.
- Contractor shall complete all tasks and responsibilities pertaining to noncompliance contained in GAIN Policy Chapter 1300 and any other procedural requirements issued by DPSS.
- Contractor shall hold Participants accountable for meeting their WtW responsibilities and their WtW Plan. Contractor shall assist the Participant by any reasonable means to ensure the Participant remains in compliance with REP Program expectations.
- Contractor shall initiate a recommendation that a sanction be imposed on a Participant who fails or refuses to comply with mandatory appointments or other requirements.
- Contractor shall promptly notify the Participant and the designated County Issuance Approval staff (CIA) within time limits prescribed by

the County upon determining that the Participant has failed or refused to comply with program requirements, including hours of participation.

**Note:** Sanctions are a “Discretionary Action” that is used for purposes of enforcing the REP program participation requirements and entails a deduction or termination of a Participant’s cash benefits. State law requires that only the County Issuance Approval staff may impose a financial sanction on a Participant’s case. Thus, County will review the case situation and make the final decision on the recommended sanction.

#### Good Cause Determination

The good cause determination is an important part of the non-compliance process. The Participant must be given an opportunity to establish good cause for failing to comply with program requirements prior to recommending a sanction.

Good cause may be granted in 30-day intervals. Determinations must be reviewed at least every 30 days and may be extended for a total of 90 days. Contractor is required to explain the good cause process to Participants. Documentation (i.e., affidavit, written or verbal third party documentation) is needed to substantiate good cause reasons.

Good Cause reasons include, but are not limited to:

- Homelessness
- Temporary disability (less than 30 days)
- Temporary medical illness of a household member
- Court appearances/legal difficulties
- Death of a family member
- Severe family crisis
- Breakdown of transportation and/or child care arrangements

### **5.15 Addressing Barriers to Employment**

The REP Program includes a diversity of services that assists refugees in overcoming a wide range of barriers (i.e., Domestic Violence, Mental Health, Substance Abuse, and Homelessness) to employment.

Contractor shall ensure the following services are provided and administered appropriately. The tasks in this Subsection, 5.15 Addressing Barriers to Employment, are subject to Performance Outcome and Key Measures.

The Contractor shall make efforts to ensure that Participants continue to participate full-time in approved work activities by emphasizing and building

upon the strengths of the Participants, rather than focusing on limitations and barriers.

The Contractor shall earnestly work with Participants and treatment service providers, as appropriate, to identify the underlying cause of the barriers; to resolve these personal and other barriers to employment; to develop a plan to prevent recurrence and set-back, emphasizing the Participant's personal responsibility to oneself; and to provide program options and waivers available to the Participants.

The Contractor shall utilize training and education resources available to concurrently enroll the Participants to upgrade their skills after obtaining a job. The Contractor shall link employed Participants to these resources on a case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from public assistance.

#### **5.15.1 Coordinating Supportive Service (SS) Issuances**

Contractor shall ensure that REP Participants receive the necessary SS benefits timely, which includes transportation, work-related expenses (ancillary), and child care (for eligible Refugee CalWORKs and Refugee Cash Assistance Participants), that are needed to engage in WtW activities and to accept and maintain employment. REP and CalWORKs funds are used for the supportive service payments via the GEARS operating system.

#### **5.15.2 SS Payments for Transportation and Ancillaries**

Contractor shall ensure all requests for transportation and education/work-related benefits are offered to REP Participants using only County required forms.

Contractor shall assess the appropriateness of the request, including exploring options in meeting the Participant's needs, requesting necessary documentation to substantiate the request from the Participant, and documenting and maintaining verification in the Participant's case file and updating the information into GEARS.

**Note:** For ancillary benefits, Contractor must request follow-up documentation, and when not provided, the Contractor must take appropriate action to create overpayment records on GEARS.

Contractor shall, upon receipt of a Participant's request, determine eligibility, calculate and approve public transportation authorization payments via GEARS within two (2) business days, one day for REP Case Manager and one day for REP Supervisor. With regards to

retroactive requests and payments above the specific threshold limit (\$350.00), the Contractor shall make appropriate referrals to the review team involved in the CIA process within two (2) business days. County staff will review mileage and employment/training related payment requests and make the final approvals. The preferred method of payment shall be by the Electronic Benefit Transfer (EBT) system over the usage of eCAPS.

Contractor shall accurately update GEARS of all required changes including, but not limited to, updating referral assignments and reassignments, component start dates and end dates to GEARS within one (1) business day.

#### 5.15.2.1 Supportive Service (SS) Overpayment/Underpayment

An overpayment or underpayment can occur when a *payment or non-payment error* arises with the Participant's request for REP supportive services, such as child care, transportation and/or ancillary/work-related expenses.

Reasonable steps are taken promptly to correct any REP supportive services overpayment(s) or underpayment(s).

Contractor shall comply with Overpayment/Underpayment policy and procedures, as described in GAIN online policy, (Exhibit B, Technical Exhibits, A-1 (Link 10).)

#### 5.15.2.2 Examples of Overpayment/Underpayment

The following are examples of when an overpayment or underpayment can occur when a Participant requests payment of supportive services.

- When REP supportive services payments are not used for their intended purpose and are not returned, they become overpayments.
- The recovery of any overpayment is to be deferred if the collection would result in the disruption of child care arrangements, preclude participation in welfare-to-work activities or prevent employment.
- A supportive services underpayment occurs when a Participant receives less than the amount to which s/he is entitled.

#### 5.15.2.3 Timelines

The month of discovery of a Participant's overpayment is the month when Contractor must determine the overpayment by obtaining the information and taking prompt action to correct the overpayment.

The Contractor must schedule the Participant for an interview regarding overpayment, as soon as possible, but no later than 30 calendar days after discovery of the overpayment.

#### 5.15.2.4 Ancillary/Work-Related Expenses

GEARS will automatically generate an Overpayment/Underpayment Appointment Letter, GN 6046-A to the Participant when the ancillary/work-related expense is not verified and an overpayment has not been created on GEARS within ten (10) working days from the payment issue date.

The notice informs the Participant that the County has not received receipts for the payment issued and instructs the Participant to provide receipts within ten (10) days from the date of the notice, or call the REP Case Manager (RCM) if s/he is unable to provide receipts, or if s/he disagrees with the notice.

The notice also informs the Participant that the County will assume an overpayment has occurred, based on information on file, or that no underpayment occurred, if receipts are not provided.

If receipts for ancillary/work-related expense are not provided within thirty (30) days from the payment issue date and an overpayment has not been created, GEARS will automatically create an overpayment per GEARS Memo #934, and send a GAIN 58, Supportive Services Overpayment Notice to the REP Participant.

#### 5.15.2.5 Transportation Expenses

The Overpayment/Underpayment Appointment Letter GN 6046 (used for Transportation only) is not automatically sent to the Participant. The RCM must manually generate a GN 6046 from the MNOF GEARS screen if the

over/underpayment is for transportation. The GN 6046 appointment letter must be sent to the Participant within 30 days from the date the overpayment is discovered (i.e., the RCM is informed that the Participant did not participate in the assigned activity).

#### 5.15.2.6 Notification of Overpayment

An overpayment can be reported/discovered by the following:

- Service provider notifies the RCM the Participant's failure to appear to his/her assigned appointment or participate in his/her activity.
- Participant informs RCM of the overpayment.
- RCM evaluates the Participant's overpayment and sends the Participant GN 6046 for transportation.

#### 5.15.2.7 Participant Interview

The Participant is interviewed to determine if an overpayment actually occurred. If the Participant does not appear or does not reschedule the interview, the overpayment is assumed to have occurred.

For ancillary/work-related expenses, GEARS automatically generates the notice GN 6046-A, informing the Participant that s/he needs to provide receipts within ten days from the notice to verify the payment issued or to call the RCM if s/he is unable to provide receipts, and/or if s/he disagrees with the notice.

#### 5.15.2.8 Overpayment Data

When it is discovered through the Participant interview that an overpayment occurred, the RCM updates GEARS with the correct supportive services amount on the appropriate GEARS screens to calculate and record the overpayment amount.

#### 5.15.2.9 Participant Repayment of Overpayment

The Participant will be interviewed by the RCM to discuss the repayment options for the overpayment. The

Participant will complete the Repayment Agreement notice to indicate the repayment plan.

If the Participant agrees to repay the overpayment, the Participant shall be directed to make payment to Fiscal Operations, per existing procedures outlined in REP Memo, 11-01 – Procedures for REP Participants to Repay Overpayments, dated 1/10/2011; as described in GAIN online policy, (See Exhibit B, Technical Exhibits, A-1 (Link 11).)

#### 5.15.2.10 Deferral of Overpayment

The RCM is to defer collection and recovery of any overpayment if the collection would result in the disruption of child care arrangements, preclude participation in Welfare-to-Work REP activities or prevent employment.

If deferral of the overpayment is appropriate, the RCM:

- Notifies the Participant of the deferral;
- Documents the expected end date of the deferred repayment status;
- Updates GEARS within one workday to reflect a deferral; and,
- Reevaluates the need for continued deferral of the repayment.

#### 5.15.3 Child Care Supportive Services for CalWORKs REP Participants

Contractor shall ensure all requests for child care services are offered to CalWORKs-eligible REP Participants using County required forms and properly document the offer in GEARS MGPA screen.

Contractor shall refer Participants with child care needs to the appropriate Resource and Referral/Alternative Payment Program (R&R/APP) agency designated by the County to establish child care arrangements, as needed.

Contractor shall assist the Participants to resolve any subsequent child care problems and work with Participants and the R&R/APP agency to establish back-up plans for child care, when necessary.

#### **5.15.4 Professional Attire for REP Participants**

Contractor shall provide information to Participants about appropriate attire for job interviews, work sites, and require Participants to attend REP activities dressed in work attire.

Contractor may assist Participants by requesting authorization of an ancillary clothing allowance.

#### **5.16 Coordinating/Maintaining Network/Resources Provided by DPSS**

Contractor shall, in administering the REP, work within the community in providing coordinated services and meeting the needs of the general community.

Contractor shall coordinate the provisions of WtW related services with community organizations/agencies that provide services deemed necessary to help REP Participants (e.g. credit counseling).

##### **5.16.1 Coordination within the Community**

Contractor shall establish and maintain a good working relationship with the network of community partners and providers by:

- Meeting with community organizations on a regular basis.
- Attending community meetings/trainings when asked by DPSS.

Contractor is expected to cultivate active working relations, at minimum, with the following Organizations:

- Local CalWORKs District and GAIN Regional Office(s)
- Local County Health and Human Service offices
- Community welfare advocacy groups
- Community partners that serve REP/GAIN population
- Education/training providers, including but not limited to, community colleges, adult education schools, and Regional Occupational Centers
- Workforce Investment Boards (WIB)

- County/CalWORKs domestic violence, mental health and substance abuse service providers
- Local Voluntary Resettlement Agencies (VOLAGs)

### **5.16.2 Responsiveness to Community Needs**

Contractor shall be responsive to community needs as follows:

- Provide a Chain-of-Responsibility including a Community Liaison, for County review and approval.
- Respond to advocate concerns within (2) hours, as defined by DPSS policy.
- Involve the County Contract Administrator (CCA) and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations, as necessary.
- Maintain a log of all community inquiries regarding REP/GAIN Services and provide a copy of this log with the Contractor's Monthly Management Report.

### **5.16.3 Linkages Service Coordination for Mutual Cases with Department of Children and Family Services**

Contractor will be required to coordinate services and develop coordinated case plans for cases mutual with the Department of Children and Family Services (DCFS) who have a DCFS Family Reunification (FR), Family Preservation (FP), or Family Maintenance (FM) case plan in place. This requires the RCM to coordinate services through established Linkages protocols as outlined in GAIN policy.

As per GAIN policy, service coordination for mutual Participants with a DCFS FP case plan will require the RCM to attend the initial and any subsequent FP Multi-disciplinary Case Planning Committee (MCPC) meetings coordinated by the assigned DCFS FP Agency; subsequent MCPC meetings occur every 75 days.

The REP Linkages Program Manager will coordinate the notification to the RCM of any FR, FP or FM referrals which will require coordinated case planning and attendance to scheduled MCPC meetings on FP service coordinated cases.

## **5.17 Case Transfer Rules & Procedures**

### **5.17.1 Timely Case Transfer**

Contractor shall ensure that REP staff act timely to initiate inter-agency or inter-departmental case transfers, when appropriate, as described in the Subsections below.

### **5.17.2 Inter-Agency Case Transfers**

An Inter-REP/GAIN Region transfer is necessary when a Participant changes his/her residence from one service area to another, the Alien Status changes from Refugee to U.S. Citizen, or correction in the Participant's zip code is identified.

Contractor shall ensure the RCM:

- Transfers the case to the receiving agency via GEARS and physically within three (3) business days of the REP Case Manager's knowledge that a transfer is needed.

Note: For DV cases, documents/forms/cases cannot be faxed, unless a dedicated fax exists, it must be sent via County mail in a sealed envelope marked "Rush" and "Confidential," due to safety concerns and to ensure confidentiality.

- Documents the transfer reason on the MGPA GEARS Screen.
- Completes the Inter-Region Transfer Transmittal form (GN 6042R1), (Exhibit B, Technical Exhibits, A-5), and staples it to the outside of the Participant record folder.
- Completes the Miscellaneous Transmittal (PA 6-1) form, (Exhibit B, Technical Exhibits, A-15.)
- Makes three copies (3) of all forms, keeping one copy in the REP Agency Office and attaching two copies to the outside of the Participant record folder.

Contractor shall refer to:

REP Memo 08-06, Instructions on How to Conduct Inter-Region/GAIN Region Physical Case Transfer Instructions, (Exhibit B, Technical Exhibits, A-1 (Link 9).)

### **5.18 Appeals And State Hearing (ASH)**

Contractor shall provide timely responses to DPSS' ASH Section as defined by DPSS policy. ASH serves as the liaison on State Hearing case decisions made on Participant appeals related to their cases.

Contractor is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASH's due date.

Contractor shall maintain a listing of ASH cases processed including all ASH decisions, their resolutions and conditional withdrawals. The listing shall be included in its Monthly Management Report.

### **5.19 Welfare Fraud**

Contractor shall preserve the integrity of the REP/GAIN Program and County resources by having an active fraud prevention program.

Contractor, at minimum, shall adhere to County welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable and whenever fraud is suspected.

Contractor shall safeguard against Contractor employee fraud by including specific monitoring provisions in its Quality Control Plan.

Contractor shall also make available all records to County related to this contract. County may review these records without advance notice, as deemed necessary by County.

## **6.0 PERFORMANCE OUTCOME MEASURES**

The County's goal is to assist REP Participants in overcoming barriers to employment and achieving self-sufficiency. This Contract includes three (3) Performance Outcome Measures, (See Exhibit B, Technical Exhibits, A-23.) These measures evaluate the REP providers' ability to get Participants employed, as well as the providers' ability to assist the Participants to overcome barriers to employment. Should there be a change in Federal, State and/or County policies/regulations, the County may amend these Performance Outcome Measures via a Contract amendment, as detailed in the Prime Contract, Recitals, Subsection 8.5, Change Notices and Amendments. These Performance Outcome Measures, as applied to REP Services, are as follows:

- Participation Hours Rate (PHR) – The Contractor shall meet a performance outcome for increasing participation in approved Welfare-to-Work activities. Every month, achieve a monthly PHR of 50% for all

REP cases as follows: 50% of all participants are actively participating in one or more REP activities for the minimum required number of hours per month.

- Increased “Entered Employment” Rate – shall meet the goal set annually by the Department based on ORR rules.
- Participate in REP Within 30 Days From Date of Case Approval – shall have REP Participants participate in REP activity within 30 days from date of case approval.

These Performance Outcome Measures will be subject to review and verification, as deemed necessary by County. The County will have zero tolerance for any data manipulation committed by the Contractor.

Determinations are based on the following:

1. Participation Hours Rate – shall be determined as follows:
  - a. Until such time as the County implements a GEARS report that captures participation hours for all REP participants, the PHR shall be calculated for all CalWORKs participants in Contractor’s caseload by review of GEARS data [GRRICLT1]. For those participants not in the report, PHR shall be calculated manually from participation hours data as reported on the GEARS IPCA screen.
2. Increased “Entered Employment” Rate – shall be determined by using data from the monthly Annual Outcome Goal Plan (AOGP) report.
3. Participate in REP Within 30 Days From Date of Case Approval – shall be determined using the data from the DPSSMART unassigned pool report and the 30-day delinquent recap summary GEARS report.

## 6.1 Key Measures

The Key Measures Summary Chart, (Exhibit B, Technical Exhibit A-21,) lists the Key Measures that will also be used to determine the Contractor’s performance.

1. Increase Appraisal Show Rate - requires an increase in the Appraisal Show rate to 50 percent.
2. Reduced Percentage Of Individuals Between Activities – reduce percentage of registrants between activities for more than 30 days to 5 percent. The Contractor shall schedule all REP

Participants for their first and subsequent work activities with no lapses between activities.

3. Reduced Percentage Of Individuals Without A WtW Plan Signed Within 90 Days – Contractor shall have REP Participants sign a Welfare-to-Work (WtW) plan, also referred to as the REP Employment Plan/Self-Sufficiency Plan, within ninety (90) days of their determination of eligibility or approval for aid as posted by the County. Contractor shall ensure that no more than 5 percent of REP Participants who are required to sign a WtW Plan are without a WtW Plan for more than 90 days.
4. Reduced Unassigned Pool Rate – The Contractor is to reduce the percentage of Participants in the unassigned pool more than 30 days to 1 percent.
5. Increased Timeliness Of Supportive Services Authorization – The case manager is to authorize transportation and ancillary services within one (1) workday of request.
6. Increased Employment At Higher Than Minimum Wage – Requires Contractor to meet County's initial (entry level) wage rate.
7. Employment Rate – The Contractor shall meet a performance outcome for increasing employment. Achieve the target employment rate of 33%.
8. Increased "Employed On The 90<sup>th</sup> Day" Rate – shall increase employment retention on the 90<sup>th</sup> Day by 5 percent from the first day of employment entry.
9. Increased Cash Assistance Terminations Due To Employment – shall increase the termination rate by 3 percent from the baseline rate of 18 percent from FFY 2009-2010 County Annual Outcome Goal Plan (AOGP).
10. Increased Cash Assistance Reductions Rate – shall increase the reduction rate by 5 percent from the baseline rate of 17 percent from FFY 2009-2010 County Annual Outcome Goal Plan (AOG).

These Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards specified in the Performance Requirements Summary (PRS) Chart.

Determinations are based on the following:

1. Increase Appraisal Show Rate - shall be determined by using data from the GAIN Activity Show Rate (GEARS) Report.
2. Reduced Percentage Of Individual Between Activities – shall be determined by using data from the 30 Day Delinquent Recap Summary (GEARS) Reports.
3. Reduced Percentage Of Individuals Without A WtW Plan Signed Within 90 Days – shall be determined by using data from the Recap Report of Registered, Aided Participants and Status of WtW Plan Signed (GEARS) Report.
4. Reduced Unassigned Pool Rate – shall be determined by using the data found in the Participants with Appointment Type Unassigned Pool (GEARS) Report.
5. Increased Timeliness of Supportive Services Authorization – shall be determined by case audit using the data from GEARS Report and GRRTRA11-01 and GRRANEX1-1.
6. Increased Employment at Higher than Minimum Wage – shall be determined by using data from GAIN Employment Placement Rates and Average Wage (DPSSMART) Report.
7. Employment Rate – shall be determined by using the data from DPSSMART.
8. Increased “Employed on the 90<sup>th</sup> Day Rate – shall be determined by using data from the monthly Annual Outcome Goal Plan (AOGP) report.
9. Increased Cash Assistance Terminations due to Employment – shall be determined by using data from the monthly Annual Outcome Goal Plan (AOGP) report.
10. Increased Cash Assistance Reductions Rate – shall be determined by using data from the monthly Annual Outcome Goal Plan (AOGP) report.

Monitoring sources are subject to change according to need and at the County’s discretion.

The Contractor’s performance rate for all other contracted services will be subject to review and verification for contractual compliance and consistency with County DPSS goals by following the other Performance

Requirement Standards listed in below Performance Requirements Summary Chart.

## **6.2 Performance Requirements Summary (PRS)**

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

### **6.2.1 Introduction**

This Performance Requirement Summary (PRS) displays the major services that will be monitored during the term of a resultant contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with this Contract, including the Statement of Work, and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the above mentioned sections. In any case of apparent inconsistency between required services or Standards as stated in the Statement of Work and Sample Contract and this PRS, the meaning apparent in Statement of Work and Sample Contract will normally prevail, as that is the intention of County. If any required service or Standard seems to be created in this PRS which is not set forth in the Contract or Statement of Work, that apparent required service or Standard will not be a requirement on Contractor and will not be the basis of the assignment of any points, unless it is clarified in the Contract. However, it is the responsibility of the Contractor to point out any such inconsistencies at the time of finalization of the Contract. If any discrepancies are not resolved in the final Contract, then the County Contract Administrator (CCA) will determine the interpretation and clarification of the matter(s) as any arise in the course of the Contract. Because the provision of services to public assistance clients is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation for acceptable standard should occur. It is the Contractor's responsibility to provide the services set forth in this Contract and Statement of Work, which are summarized in the PRS.

## 6.2.2 Description of Performance Requirements Summary Chart

The Performance Requirements Summary Chart is set forth in this Statement of Work, Subsection 6.3. The Performance Requirements Summary Chart does the following:

1. Lists the Sections Referenced in the Contract and the Statement of Work (Column 1 of chart).
2. Denotes the Performance Indicators used to determine that the Standards have been met or exceeded (Column 2 of chart).
3. Defines the Standard(s) of performance for the REP (Column 3 of chart).
4. Shows the Targeted Acceptable Quality Level and maximum allowable degree of deviation (Column 4 of chart).
5. Shows the Monitoring Method or quality assurance methods the County will use to evaluate the Contractor's performance in meeting the Contract requirements (Column 5 of chart).
6. Shows the fiscal deductions and other remedies for unsatisfactory performance for exceeding the AQL.

## 6.2.3 Quality Assurance

Each month, Contractor performance will be compared to the Contract Standards and AQLs using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance, including, but not limited to:

1. Random sampling.
2. 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
3. Review of reports and files.
4. Validated complaints from DPSS districts and/or administrative staff, Welfare Fraud Prevention & Investigation, community organizations, DPSS Participants, other agencies, and County departments with whom Contractor has a relationship.
5. Scheduled and unscheduled site visits.

6. In addition to using the determining factors listed in this Subsection, County's Contract Monitors shall monitor by conducting case reviews on randomly selected cases to ensure the Contractor took appropriate and timely action, per applicable REP program policies and regulations and by interviewing Participants.

#### **6.2.4 Contract Discrepancy Report (CDR)**

Performance of a listed service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a Contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a Contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR will be issued.
2. If a CDR is issued, it will be mailed, e-mailed or hand carried, at the CCA's discretion, to the Contract Manager or alternate.
3. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation(s) for the questioned action(s), and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days. The CCA may extend the deadlines when there are extenuating circumstances and an extension is favorable to the County.
4. The CCA will evaluate the Contractor's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the CCA may decline to either count such point(s) as unsatisfactory performance for the month, or assess the monetary penalty.

#### **6.2.5 Criteria For Acceptable or Unacceptable Performance**

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

1. *Acceptable Quality Level (AQL)* - The maximum percent or number of defects that can be accepted and still meet the contract Standard for satisfactory performance;
2. *Lot Size* - the total number of unit or services to be provided;
3. *Sample Size* - the number of units to be checked in a given time period; and
4. *Acceptance/Rejection Numbers* - the numbers that indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the PRS. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if five points per incident are to be assessed, the following formula is used:

$$\text{➤ } 12 \div 100 \text{ (sample size)} = 12\%$$

$$\text{➤ } 12\% - 10\% = 2\% \text{ over the } AQL$$

$$\text{➤ } 12\% \times 1000 \text{ (lot size)} = 120 \text{ (\# of unacceptable discrepancies)}$$

$$\text{➤ } 120 \times 5 \text{ (UPI Points)} = 600$$

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review. Not all performance measurements are based on a sample or the above calculations. Those measurements that are based on the total number in the population are identified thusly on the REP Performance Requirements Summary Chart, set forth in Subsection 6.3 herein.

### **6.2.6 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of UPI, Contractor must, within a period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

### **6.2.7 Unsatisfactory Performance Remedies**

When Contractor performance does not conform to the requirements of the Contract, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to Contractor by a computed amount based on the deduction(s) in this Statement of Work, Subsection 6.3, REP Performance Requirements Summary Chart.
3. Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others because of Contractor's failure to perform said service(s), as determined by County, shall be credited to County. This Section does not preclude County's sole right to terminate the Contract upon 10 days written notice with or without cause, as provided for in this Contract, Subsection 8.59, Termination for Convenience.

### 6.3 REP Performance Requirements Summary Chart

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
1. SOW Section 5.0	Contractor shall assess the REP Participant's childcare needs, offer childcare services using required forms and properly document the offer in the case record.	Requires that Contractor documents child care arrangements, referrals and assistance given to Participant. File a copy of the completed Child care referral form (PA 129). See Exhibit B, Technical Exhibits, A-16	95%	Case Review  Participants' Complaints	\$50 per occurrence
2. SOW Section 4, Subsection 4.4.3	Ensure REP Participants are evaluated for Learning Disabilities appropriately and timely as specifically outlined in the Statement of Work.	Requires that Contractor may refer Participants for a Learning Disability Diagnosis Evaluation and Assessment with a County approved Vocational Assessor when a Learning Disability is disclosed by the Participant or if determined to benefit the Participant.	97%	Case Review  Participants' Complaints	\$100 per occurrence
3. SOW Section 5.0	GEARS Update	Requires accurate update required of all program changes to GEARS within one (1) workday.	100%	Case Review and GEARS	\$50 Per occurrence
4. SOW Section 5, Subsection 5.5	Organization of case file	Requires accurate and timely documentation of the REP Participant's activities and the Participant's case folder and files all necessary correctly completed and signed documents according to the Better Organizing Of Operational and Systemic Tasks (BOOST) procedures.	100%	Case Review  On-Site Inspection	\$50 Per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
5.	<p>SOW Section 4, Subsection 4.9</p> <p>Exhibit B, Technical Exhibits A-1, (Link 3), GAIN/REP Online Policy</p>	<p>Making appropriate referrals to Vocational and/or Educational training programs, as well as track the number of cases participating in VOC/ED.</p>	<p>Requires that Contractor be responsible for making appropriate referrals to Vocational and/or Educational training programs, as well as tracking the number of cases participating in VOC/ED. Based on the results of the VOC Assessment, the Contractor shall coordinate a Participant's needs for VOC/ED training, including, but not limited to ESL classes, and shall incorporate this training as part of the Participant's REP Employment Plan.</p>	<p>95%</p>	<p>Case Review and GEARS</p> <p>a.\$50 for each referral violation</p> <p>b. \$50 for each violation tracking the case record for VOC/ED \$50.</p> <p>c. \$50 for each violation coordinating a Participant's needs for VOC/ED training.</p>
6.	<p>SOW Section 4, Subsection 4.14</p> <p>Exhibit B, Technical Exhibits, A-1, (Link 3), GAIN/REP Online Policy</p>	<p>SSS screening, and/or at any time the Participant's life situation would reflect a need for these services.</p>	<p>Requires that Contractor makes an immediate (within twenty four hours of screening or Participant disclosure) referrals to agencies identified by the County to serve CalWORKs Participants who need CLA, MH, SA, DV treatment/services based on the SSS screening, and/or at any time the Participant's life situation would reflect a need for these services.</p>	<p>95%</p>	<p>Case Review and GEARS.</p> <p>\$100 per each occurrence</p>
7.	<p>SOW Section 5.0</p>	<p>Participant Contacts</p>	<p>Contractor shall ensure that the Participant's contacts are made at least monthly to assess the Participant's needs and identify barriers prior to lapse in activities occur.</p>	<p>100%</p>	<p>Case Review and GEARS</p> <p>\$100 per occurrence</p>

Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
8.	SOW Section 4, Subsection 4.10	Offering PES within three months	Requires to measure Contractor's ability to offer PES within three months of employment and accurately document the offer of PES services.	97%	Case Review	\$50 per occurrence
9.	SOW Section 4, Subsection 4.11	Offering Post Time-Limited	Requires to measure Contractor's ability to offer available Post Time-Limited services appropriately and in a timely manner prior to the end of the Participants' 48-month CalWORKs participation period.	95%	Case Review	\$50 Per occurrence
10.	SOW Section 5.0	Employment Verification data	Requires Contractor's ability to accurately verify employment data both in the physical case record and in GEARS.	95%	Case Review and GEARS	\$50 Per occurrence
11.	SOW Section 5.0, Subsection 5.15.2	Transportation and ancillary services	Requires Contractor to ensure transportation and ancillary services are authorized timely – referral, with all completed documents, shall be made to CIA within one workday.	97%	Case Review and GEARS	\$50 Per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
12.	<p>Contract Section 5.0, Subsection 5.6.1</p> <p>Contractor shall submit the Monthly Management Report (MMR) by the fifteenth (15<sup>th</sup>) of the month to the CCA.</p> <p>Accurate Monthly Invoice and MMR received by the 15th calendar day following the report month.</p>	<p>Requires an accurate Monthly Management Report (MMR) submission and supporting documentation by the 15<sup>th</sup> of the month to the CCA.</p> <p>Requires a monthly invoice submission for REP Services as per the Contract in an original and one copy, along with the MMR and supporting documentation, to the CCA within 15 calendar days after the end of the month in which services were provided or payment may be delayed.</p>	<p>100%</p> <p>100%</p>	<p>Review of MMR Reports.</p> <p>Monthly Invoices</p>	<p>Withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, which may include required submittal of revised MMR or additional supporting documents</p>
13.	<p>Contract, Section 5.0, Subsection 5.11.3.1</p> <p>Expenditure Report on Contract Revenues</p>	<p>Requires an Expenditure Report submission on Contract revenue versus expenditures for each Fiscal Year must be submitted to DPSS CMD on July 31<sup>st</sup> following the end of each Fiscal Year and no later than one month after the end of the Contract term.</p>	<p>100%</p>	<p>Receipt of Expenditure Reports</p>	<p>\$100 for each day after July 31<sup>st</sup> of any fiscal year and after the one month of the end of the Contract term.</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance	
14.	Contract Section 6.0, Subsection 6.3  Quality Control Plan	Ensures that the Contractor establishes and utilizes a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Contract	a. Requires that the QC Plan be effective on the Contract start date and will be updated and re-submitted to the CCA approval as changes occur.  b. Contractor to submit to the CCA for review and approval within ten (10) business days of Contract execution.  c. Requires Contractor's full compliance with the approved County QC Plan.	95%	On-Site Monitoring  Desk Monitoring  Participants' Complaints	\$50 per each occurrence.
15.	Contract Section 7.0, Subsection 7.1	Approval of Contractor's Staff	County has the absolute right to approve or disapprove all of Contractor's staff performing REP work  County shall be informed of any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.	100%	On-Site Review	\$100 per each occurrence.
16.	Contract Section 7, Subsection 7.2	Background and Security Investigations	All Contractor staff performing REP work shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract.	100%	On-Site Review  Desk Monitoring  Record Inspection	\$100 per each occurrence.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance	
17.	Contract Section 7.0, Subsection 7.10	Contractor Personnel	Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job (Access includes, but not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents).	100%	On-Site Review  Record Inspection  Participants' Complaints	\$100 Per occurrence
18.	Contract Section 8.0, Subsection 8.15	Confidentiality	The Contractor shall maintain the confidentiality of all records obtained from REP Participants and/or the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.	100%	On-Site Review  Record Inspection  Participants' Complaints	\$100 Per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
19.	Contract Section 7.0, Subsection 7.12	Security	<p>The Contractor shall have in place at all times an active security plan.</p> <p>The Contractor shall, to the extent possible, ensure the safety of all REP Participants referred to them, of all employees (Contractor/County and/or partnering agencies) and of the general public visiting Contractor offices.</p>	<p>100%</p> <p>On-Site Inspection</p> <p>Records Review</p> <p>Participants' Complaints</p>	\$100 per occurrence
20.	Contract Section 6.0, Subsection 6.1	Contract Discrepancy Report (CDR)	Ensures that the Contract Manager responds to a formal contract discrepancy report within 5 business days and submits a corrective action plan within 10 business days.	<p>100%</p> <p>An On Going Site Monitoring and Desk Review</p>	\$100 per occurrence
21.	Contract Section 7.0, Subsection 7.8	Hours of Operation	At a minimum provide services eight hours per day, Monday through Friday, except County Holidays.	<p>100%</p> <p>User compliant</p> <p>On-Site review</p>	\$100 per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
22.	SOW, Section 5.0, Subsection 5.2	Customer Service Programs that are consistent with DPSS goals.	<p>Contractor shall comply with terms of Customer Services Program that are consistent with DPSS goals:</p> <ul style="list-style-type: none"> <li>- 95% of Participants are seen within 20 minutes of their appointment time</li> <li>- response to community advocate inquiries is required within 2 hours</li> <li>- achieve a 95% satisfaction rate of those Participants surveyed</li> </ul>	<p>100%</p> <p>On-Site Review</p> <p>User Complaint(s)</p> <p>Telephone Survey</p>	\$100 per occurrence
23.	SOW Section 5.0, Subsection 5.1 and Contract Section 7.11	Utilize County-provided Language Line account to assist in serving Participants whose primary language is not within the Contractor's responsibility. Requires Contractor compliance with Language Line usage. County has zero tolerance of any misuse.	<p>Contractor has appropriate staff that speaks language(s) which constitute over 5 percent of Contractor's caseload.</p> <p>Completion of a monthly log showing Language Line usage.</p>	<p>100%</p> <p>On-Site Review</p> <p>User Complaint(s)</p>	\$100 per occurrence

## 7.0 **OLDER REFUGEE DISCRETIONARY GRANT (ORDG)**

This is to inform Refugee Employment Program (REP) Contractors of the required services for the FFY 2012-15 Older Refugee Discretionary Grant (ORDG) and proper documentation for claims after service delivery. The funding period for FFY 2012-15 ORDG is from October 1, 2012 thru September 29, 2015, contingent upon the availability of funds and services are subject to the REP Contracts. Contingent upon continuous ORDG funds beyond September 29, 2015, services under this REP Contract shall conclude no later than the termination of this Contract. ORDG services should be offered in the language appropriate to the participant.

### 7.1 **Overview**

The California Department of Social Services (CDSS) Refugee Programs Bureau (RPB) applied to the Federal Office of Refugee Resettlement (ORR) and is in receipt of a three-year competitive grant to provide naturalization and citizenship and other senior services to refugees that are 60 years or older. Los Angeles County is one of seven counties that received, through CDSS, the ORDG.

### 7.2 **Required Services**

A REP designated agency, which is not certified by the Board of Immigration Appeals (BIA), is required to provide the following services to senior refugees who are eligible to be served under the ORDG:

- Senior Networking and ESL Civics classes, including linkages with local Area Agencies on Aging (AAA) to make mainstream senior programs more linguistically and culturally appropriate,
- Citizenship application completion (optional to provide), and
- Corresponding transportation and ancillary resources

A REP designated agency, which is certified by the BIA to assist and represent refugees during the application process and provide Adjustment of Alien Status, may provide Senior Networking and ESL Civics classes and/or services consisting of the following:

- Adjustment of alien status application assistance,
- Citizenship and naturalization application services, and
- Corresponding transportation and postage resources

If a REP designated agency is not qualified to provide adjustment of alien status services, the REP agency may refer seniors to a certified agency for such services but there shall be no expectation of compensation for referral/linkage (non-direct services) to adjustment of alien status services.

**Note:** the payment of USCIS application filing fees is not allowable under this grant.

### 7.3 **Enrollment**

The REP Refugee Case Managers (RCMs) must manually enroll the ORDG Senior Refugees in the Senior Networking and ESL Civics classes and adjustment of alien status services as these participants are non-aided individuals and their records are not on the LEADER and GEARS systems.

- The Senior Networking and ESL Civics classes must be provided by REP designated agencies. **Note:** Senior refugees enrolled in ESL Civics classes may be entitled to subject materials.
- A REP designated agency that holds the appropriate certifications may provide adjustment of alien status services.

The ORDG Request for Services Form (Exhibit CC) is required for each participant requesting ORDG Senior Networking and ESL Civics classes, and/or adjustment of alien status services. Once completed, the form shall be retained in the participant's case file. Also, each participant must sign the ORDG Senior Networking and ESL Civics Enrollment List (Exhibit DD, see below for more information). For adjustment of alien status services, REP designated agencies shall maintain a copy of the application confirmation receipt from USCIS in the participant's case file.

For all ORDG services, REP RCMs must document, review, and keep a copy of the following documents in the participant's case file:

- Review original and obtain a copy of the I-94 (Arrival = Departure Record), I-551 (Permanent Resident Card/"Green Card") or, in the absence of the aforementioned, a court order/asylee approval letter from USCIS to determine eligibility.
- Contractor shall obtain proof of the refugee's date of birth and Social Security Number(s).
- Contractor shall ensure refugee is 60 years of age or older.

Prior to the beginning of ORDG Senior Networking and ESL Civics classes, REP designated agencies must submit the ORDG Senior Networking and ESL Civics Enrollment List (Exhibit DD) listing each individual that is expected to start participation in the classes. The ORDG Senior Networking and ESL Civics Enrollment List is due on the Monday in the week prior to the ORDG services start week.

### 7.4 **Attendance Verification**

A REP designated agency must serve a minimum number of participants per month, eight (8) participants for the first six (6) months and nine (9) participants through the end of the program term, for the ORDG Senior

Networking and ESL Civics classes and/or the Adjustment of Alien Status and Citizenship Application Services. If an agency does not meet the minimum number of participants per month, it will need to postpone the start of class(es) until the minimum number of participants is secured.

A REP designated agency must make available the ORDG Senior Networking and ESL Civics Attendance Sign-In sheet (Exhibit EE) for completion by each senior attending the classes.

The ORDG Adjustment of Alien Status and Citizenship Application Services Participant Sign-In Sheet (Exhibit FF) must reflect the names of all participants requesting such service along with their signature next to their printed name, last four (4) numbers of participants' Social Security Number and, upon services rendered, the date application is submitted to the U.S. Citizenship and Immigration Services (USCIS).

REP designated agencies shall submit the participant sign-in sheet for each corresponding service on a monthly basis as an attachment to the Monthly Invoice by the 15<sup>th</sup> calendar day following the report month.

## **7.5 Senior Networking and ESL Civics**

### **1. Purpose:**

- a. The purpose of Senior Networking is to educate and provide senior refugees with access to information on available services within their communities, foster their independence, and promote their civic and social engagement.
- b. The purpose of ESL Civics is to provide senior refugees with information about US history, civics and government that will assist them with the Citizenship Interview Test and the naturalization process.

### **2. Description of Classes:**

- a. Senior Networking classes should be geared to beginning and/or intermediate English Learners to assist senior refugees with English-language skills, although, all senior refugees are welcome to attend. The class shall also provide a forum in which information about available resources within their community will be shared and discussed.

Teaching methods can include, but are not limited to:

- Reading basic books out loud during class.

- Writing exercises which may consist of basic sentences (thoughts) and how to complete a basic application, such as applying for a grocery store club card.
  - Watching videos and live television, such as the news and discussing actual events.
  - Verbal exercises which can include interactive dialogue.
  - Field trips on public transportation to local markets and recreation centers within their communities.
  - Workshops and literature on safe driving followed by discussion.
  - Speakers coming to the classroom to share available resources within the community (it is highly recommended to invite a speaker from a local Area Agency on Aging).
- b. ESL Civics classes shall be geared towards beginning and/or intermediate English learners for the naturalization exam and reinforce English-language skills. **Note:** the citizenship questionnaire is posted on the USCIS web site. The class shall provide information about U.S. history, government, civic engagement, and the naturalization process. The class shall have adapted the U.S. history foundations from the U.S. History/Social Studies Standards published by the California State Board of Education.

Teaching methods can include, but are not limited to, reading, writing, role playing, watching videos, and verbal exercises.

### 3. Senior Networking and ESL Civics Class Timeline and Curriculum:

Senior Networking and ESL Civics classes shall be a minimum of six (6) to eight (8) weeks and for at least a total of four (4) weekly hours of individual or combined topic curricula. Monthly Senior Networking and ESL Civics curricula, including class schedules, must be submitted for review and approval to the CalWORKs and GAIN Division, Section III at least two (2) weeks in advance. Class size will vary based on the REP contractor's capacity.

### 4. Senior Networking and ESL Civics Class Materials

Seniors enrolled in Senior Networking and ESL Civics classes may be subject to topic guides and materials. REP designated agencies shall provide the needed materials. Receipts for items purchased are required to be on file for review and reporting purposes. Agencies shall maintain the ORDG Subject Materials Log (Exhibit HH) with all materials provided to each senior participating in the Senior Networking and ESL Civics classes. The ORDG Subject Materials Log must be signed and

dated by the participating senior and the REP RCM for each subject material provided.

5. REP Agencies Furnished Items:

REP designated agencies shall provide all labor, materials, tools, equipment, supervision, delivery, and any other items or services necessary to complete the Senior Networking and ESL Civics classes and provide transportation resources. There should be no cost to the participant.

**7.6 Adjustment of Alien Status and Citizenship Application Services (AASCAS)**

1. Purpose:

The purpose of AASCAS is to provide eligible senior refugees with adjustment of alien status and citizenship application services. Citizenship application services are especially important for senior refugees who have lost or are at risk of losing Supplemental Security Income (SSI) due to their immigration status.

2. Description:

REP designated agencies shall be certified to provide AASCAS or refer seniors to a certified agency. Upon review of a senior refugee's eligibility for ORDG services and when applicable, REP designated agencies shall be responsible for completing the AASCAS tasks and deliverables listed below:

- Review and complete the ORDG Request for Services Form (Exhibit CC).
- Assist eligible refugee participants with the completion of the Adjustment of Status Application (I-485) and/or the Citizenship Application (N-400).
- Review the completed I-485 and/or N-400 with the participant to ensure accuracy and completeness.
- Maintain a case file for all persons interviewed by the REP agency and documentation of interview dates. Copies of all reviewed documents are to be kept in the case file for documentation and monitoring purposes.
- Submit the completed application to the USCIS regional office. The REP agency shall submit applications to USCIS via U.S. mail with a request for a Return Receipt within two (2) work days of completion. The application shall be considered complete when all necessary documentation has been collected, and all required forms have been

- signed by the applicant.
- Obtain confirmation of receipt from the USCIS and file a copy in the participant case file.

**Note:** the payment of USCIS application filing fees is not allowable under this grant.

### 3. Service Timeline:

REP designated agencies shall set appointments with eligible ORDG senior refugees within a reasonable amount of time, but no later than 10 calendar days, from the date that AASCAS was requested via the ORDG Request for Services Form (Exhibit CC). If qualified, the REP designated agency shall provide AASCAS and the RCM shall document in the participants case file the date of initial interview and subsequent dates when AASCAS services are rendered. In addition, the RCM must initial his/her comments on the documentation sheet. If a REP agency is not qualified to provide AASCAS, the REP agency shall refer senior refugees to an agency qualified to provide AASCAS; referral date must be documented on the Request for Services Form under "Services Requested". **Note:** there shall be no expectation of additional compensation for referral-only/non-direct services for adjustment of alien status and citizenship application services.

### 4. REP Agencies Furnished Items:

REP designated agencies shall provide all labor, materials, tools, equipment, supervision, delivery, and any other items or services necessary to provide AASCAS by REP agencies. REP designated agencies are to provide transportation resources to/from AASCAS appointments. There should be no cost to the participant.

## **7.7 Transportation**

ORDG services provided to senior refugee participants shall be inclusive of transportation resources; no additional payment will be made via the invoice claim process. Transportation resources shall be sufficient to cover the duration of participation in Senior Networking and ESL Civics classes and/or AASCAS. The REP designated agencies shall evaluate the participants' transportation needs and limitations based on an individual basis and on the duration of ORDG services, but may consider senior discounted daily, weekly, and/or monthly bus passes.

### **7.7.1 ORDG Senior Transportation Log**

For purposes of program reporting, REP designated agencies shall maintain the ORDG Senior Transportation Log (Exhibit GG) for each senior participating in Senior Networking and ESL Civics class and/or AASCAS and receiving transportation resources. The Transportation Log must be signed and dated by the participating senior and the REP RCMs for each transportation resource provided and shall be made available to CalWORKs and GAIN Division, Section III upon request.

### **7.8 Population to be Served**

Refugees age 60 or over are eligible to receive these services under the ORDG funding criteria. Based on ORDG funding, REP Contractors are allocated a maximum monthly award to provide ORDG services to seniors until the end of the funding period, September 29, 2015, no later than the termination of this Contract if continuous ORDG funding becomes available, or until funds are exhausted, whichever comes first. The minimum monthly number of senior refugees to be served by a REP designated agency will be eight (8) participants for the first six (6) months and nine (9) participants through the end of the program term. REP designated agencies must, at a minimum, provide ORDG services on a weekly basis and as mentioned in above sections 7.5(3) and 7.6(3). CalWORKs and GAIN Division Section III will determine if the maximum annual award will be decreased or increased based on monthly monitoring and available funding.

### **7.9 Invoice**

Compensation for ORDG services shall be on a firm-fixed rate for the provision of services to a minimum number of senior participants (see Section 7.4) for each Sr. Networking and ESL Civics class session and shall be inclusive of transportation and class material resources; no additional payment will be made via the invoice claim process. If a REP designated agency, that is certified to provide adjustment of alien services, opts to provide such service then the minimum number of senior participants may be inclusive of participants receiving adjustment of alien status and/or citizenship application services. No additional payment will be made for transportation, other adjustment of alien status or citizenship application service materials. REP designated agencies shall report the number of senior refugees provided with ORDG services on the ORDG Monthly Invoice and provide applicable verification forms. REP designated agencies must track and submit on Exhibits DD, EE, and FF all names of senior refugees enrolled in and provided with Senior Networking and ESL Civics classes and/or AASCAS with the monthly invoice for payment of ORDG services.

### **7.10 Required Forms for ORDG Services**

1. ORDG Request for Services Form
2. ORDG Senior Networking and ESL Civics Enrollment List
3. ORDG Senior Networking and ESL Civics Attendance Sheet
4. ORDG Adjustment of Alien Status and Citizenship Application Services Participant Sign-In Sheet
5. ORDG Senior Transportation Log
6. ORDG Subject Materials Log

### **8.0 GREEN INITIATIVES**

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

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## WELFARE-TO-WORK POLICIES AND REGULATIONS

- Link 1. California-DSS-Manual-EAS Manual Letter No. EAS 99-01  
<http://www.cdss.ca.gov/ord/entres/getinfo/pdf/eas0108.PDF>
- Link 2. CHAPTER 1700 – POST ASSESSMENT ACTIVITIES – Refugee Employment Program work Experience (REP WEX)  
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/REPM/REPM%2009-014.pdf>
- Link 3. GAIN/REP Online Policy  
[http://www.ladpss.org/dpss/gain/gain\\_policy.cfm](http://www.ladpss.org/dpss/gain/gain_policy.cfm)
- Link 4. LA LINK/Job Development Website  
[http://portal-dev.ladpss.org/dpss/lalink/job\\_development/default.cfm](http://portal-dev.ladpss.org/dpss/lalink/job_development/default.cfm)
- Link 5. Federal Reauthorization of the Temporary Assistance For Needy Families (TANF) Program – Work Participation Requirement  
<http://www.dss.cahwnet.gov/lettersnotices/entres/getinfo/ac107/pdf/07-03.pdf>
- Link 6. Job Development Handbook  
[http://dpss.lacounty.gov/dpss/lalink/job\\_development/pdf/JD\\_HB\\_rev\\_01\\_23\\_09.pdf](http://dpss.lacounty.gov/dpss/lalink/job_development/pdf/JD_HB_rev_01_23_09.pdf)
- Link 7. Instructions for Implementing The Better Organizing of Operational and Systematic Tasks (BOOST) Within The Refugee Employment Program  
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/REPM/REPM%2009-009.pdf>
- Link 8. Instructions for Using the Interim Self-Sufficiency Plan  
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/REPM/REPM%2009-001.pdf>
- Link 9. Instructions on How to Conduct Inter-REP/GAIN Region Physical Case Transfer  
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/REPM/REPM%2008-006.pdf>
- Link 10. CHAPTER 1600 PAYMENTS  
<http://www.ladpss.org/dpss/gain/handbook/pdf/Chapter1600.pdf>
- Link 11. Procedures for REP Participants to Repay Overpayments  
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/REPM/REPM%2011-001.pdf>
- Link 12. CAL-1 & CAL-3, SSS For Victims Of Domestic Violence and Problems with Mental Health and Substance Abuse  
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/ML/FML%205050.pdf>

COUNTY OF COVINGTON

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SELF-REPORTED PROGRAM DESCRIPTION**

Section A: Completed by: **CASE SERVICES WORKER**

Participant Name	Case Number	DOB File Number	Date
------------------	-------------	-----------------	------

**PROGRAM INFORMATION**

Section B: Completed by: **Participant**

Do you have a degree from a four-year college/university?  Yes  No. If you answered Yes, is the program in which you are now enrolled for a teaching credential?  Yes  No. If you answered No, Stop here and sign and date form. If you answered Yes, complete the remainder of this section.

School/Facility Name	School/Facility Address	School/Facility Telephone No.	
_____	_____	_____	
Program Title	Program Enrollment Date	Program Start Date	Expected Completion Date of Program
_____	_____	_____	_____

- Will you be awarded a certificate upon successful completion of the program?  Yes  No
- Are you progressing satisfactorily in the program?  Yes  No
- Specify the estimated number of hours per week you attend classroom and other program related activities, i.e., lab, internship, work study: \_\_\_\_\_
- If work study is a program related activity you participate in, indicate the number of hours per week you are in the activity \_\_\_\_\_ and gross weekly income: \_\_\_\_\_

I certify that the information I have provided is true and correct to the best of my knowledge

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROGRAM EVALUATION**

Section C: Completed by: **CASE SERVICES WORKER**

The participant is:

- Enrolled in a undergraduate degree or certificate program.  Yes  No
- Enrolled in a post baccalaureate degree program for a teaching credential.  Yes  No
- Continuing to be progressing satisfactorily.  Yes  No
- Attending the program and related activities the required number of hours per week.  Yes  No

The undergraduate degree/certificate program is:

- On the County's list of the occupations determined to lead to employment.  Yes  No
- Not on the County's list of occupations but the participant can provide documentation that the program leads to employment.  Yes  No

**PROGRAM DISPOSITION**

Section D: Completed by: **CASE SERVICES WORKER**

Pending

- Take documentation to verify program leads to employment to the \_\_\_\_\_ Approved
- Completed within 6-week activity required.  Approval referral date: \_\_\_\_\_
- Take the form returned to participant \_\_\_\_\_
- Take completed (or soon returned from participant) \_\_\_\_\_ Denied
- SP cannot be approved and participant will complete program to the best qualifications.
- SP cannot be approved and participant will complete qualifications and change to a program that can be approved.
- SP cannot be approved and participant will participate in the next activity to work activity.

CSSW Signature	DOB File Number	Date
----------------	-----------------	------

SP-1004-0271-0703

## Technical Exhibit A-3

COUNTY OF LOS ANGELES  
SELF-ENROLLED PROGRAM VERIFICATION

DEPARTMENT OF PUBLIC SOCIAL SERVICES

<b>Address Reply To:</b>	
GADS Region/CALWORKS Office	
Participant Name:	Case Number:
Social Security Number:	Phone:
Participant's CALWORKS case file or old ID number: _____	

Dear Educational Training Provider:

The above-named CALWORKS participant comes to be self-enrolled in an educational training program at your facility. Please assist us in our evaluation of the program by providing the information requested in Section B. Please complete Section B and return the form in the enclosed self-addressed envelope to the GADS Regional Office listed above.

If you have any questions regarding the completion of the form, please contact the GADS Services Worker whose name and number is listed below.

GADS Services Worker:	File #	Tel No: _____	Fax No: _____
-----------------------	--------	---------------	---------------

<b>SECTION A - Completed by Participant (Student)</b>	
Please verify the addresses to reference to the County of Los Angeles the information requested by this form.	
Participant's (Student's) Signature:	Date:

*PROVIDER PROGRAM INFORMATION*

<b>SECTION B - Completed by Vocational Training Educational Provider</b>				
Student Name: _____		Educational Training Provider Name: _____		
A. Is enrolled in a Degree, Certificate, or Training program at a post-secondary California resident educational program at this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No				
B. Is making satisfactory progress in the program? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If you answered No to any of the above, Questions A or B, sign and date the form and return it to the office listed above.				
If you answered Yes to all of the above, Questions A and B, complete the remainder of this form and return to the office listed above.				
Degree/Certificate Program (current institution)	Program Registration Date	Program Class Start Date	Expected Completion/Transfer Date (current institution)	
_____	_____	_____	_____	
Expected to Transfer Yes <input type="checkbox"/> No <input type="checkbox"/>	Expected Completion Date of Program (after transfer)	Ultimate Degree Program		
_____	_____	_____		
Indicate the student's weekly hours of participation for the following activities related to the program, and the combined participation hours of all the program activities.				
Classroom	Lab	Internship	Work Study Weekly Hours	Combined Weekly Participation Time
_____	_____	_____	_____	_____
Person Completing Form:	Position:	Telephone Fax No:	Date:	

OSP 6000 (Rev. 10/03)



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CaWORKs CLINICAL ASSESSMENT RESULTS**

[ To: (GAIN Regional/REP Office) ] [ From: (Name & Address of Facility) ]  
 Attention: \_\_\_\_\_  
GWCCMRCM Name/Phone Number  
 Fax No.: \_\_\_\_\_ ] [ ]

**Section A - Completed by GWCCMRCM**

Participant Name:		CaWORKs Case Number:	
Residence Address: (Do not use for domestic violence if confidential address is requested.)		Mailing Address:	
Primary Language:	Birth Date:	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Phone No.: (Confidential for DV) ( )

**Section B - Completed by Clinical Assessor (Complete and return to the GAIN Services Worker within 2 weeks.)**

**Results of the assessment appointment:** **IMMEDIATE NEED**

Participant did not appear/complete the assessment.  
 Participant completed the assessment, but does not need a referral for treatment.  
 Participant completed assessment & needs a referral, but does (not) agree to treatment for  MH  SA  
 Participant completed assessment and agrees to recommended treatment for  MH  SA  
 Participant completed assessment and does not agree; requests third party assessment.  MH  SA

**REFERRAL MADE FOR:**  MH and/or  SA

**Referred to:**  
 Name of Provider: \_\_\_\_\_ On: \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_  
Name Date  
 Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

Name of Assessor:	Facility Name:	Phone No.: ( )
-------------------	----------------	-------------------

**Section C - Completed by GAIN Participant**

I authorize the release of information to DPSS regarding the results of my assessment and possible need for treatment services and recommended service plan.

\_\_\_\_\_  
GAIN Participant's Signature

\_\_\_\_\_  
Date

DS 8005A (Rev. 04/10)

Original Copy To Case File - Copy To Participant

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

INTER - REGION TRANSFER TRANSMITTAL

SECTION A - TO BE COMPLETED BY SENDING GAIN REGION - GAIN CASE MANAGER		
TO: Assignment/Transfer Clerk Receiving GAIN Regional Office		FROM:
File:		
Participant's Name:	Case Number:	Primary Language:
<b>HARDSHIP CASE:</b> <input type="checkbox"/> Changes to provider and/or supportive services were negotiated per telephone agreement on _____ with receiving GAIN Regional DRA.		
ADDITIONAL INFORMATION:		
GAIN Case Manager:	Telephone Number:	Date:
GAIN Supervisor:		
Assignment/Transfer Clerk:		
SECTION B - TO BE COMPLETED BY RECEIVING GAIN CASE ASSIGNMENT TRANSFER CLERK		
Date Case Received:	Date GCM Assignment Made:	

ON 6542 (4/89)

File: None; Discard

Technical Exhibit A-6

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REQUEST FOR SPECIALIZED SUPPORTIVE SERVICES – PART I**  
**OR**  
**WAIVER OF SPECIALIZED SUPPORTIVE SERVICES – PART II**

This form is to be used for treatment services only and not as a request for or waiver of Clinical Assessment.

**Part I**

**REQUEST FOR SERVICES**

Case Number: \_\_\_\_\_

I, \_\_\_\_\_  
(Participant), declare or have been determined to be in need

of \_\_\_\_\_  
(domestic violence/mental health/substance abuse) treatment and/or services. This problem requires immediate attention in order to prepare myself to seek employment.

\_\_\_\_\_  
(Participant signature)

\_\_\_\_\_  
(Date)

**Part II**

**WAIVER OF SERVICES**

Case Number: \_\_\_\_\_

I, \_\_\_\_\_  
(Participant), have been informed that I can receive treatment and/or

services for \_\_\_\_\_  
(domestic violence/mental health/substance abuse) as part of my Welfare-to-Work Plan. Although I have or

have been determined to have a \_\_\_\_\_  
(domestic violence/mental health/substance abuse) issue, I choose not to be referred to

treatment services and receive specialized supportive services for that barrier as part of my

Welfare-to-Work Plan. I understand that I am still required to participate and comply with the

Welfare-to-Work Plan that I sign. If I do not comply and do not have good cause, I understand that

my grant may be lowered. However, this does not prevent me from declaring at a later date that

domestic violence, mental health and/or substance abuse issues may be interfering with my

Welfare-to-Work plan.

\_\_\_\_\_  
(Participant signature)

\_\_\_\_\_  
(Date)

DSSW/CCM/RCM Name:

File Number:

Date:

\_\_\_\_\_  
(Print Name)



FORM NO. 10-10-00

REVISIONS: 10-10-00

**STRESSING YOUR MENTAL HEALTH AND YOUR EMPLOYMENT ABILITY  
(FOR EMPLOYERS' INFORMATION ONLY)**

**FOR EMPLOYER'S USE ONLY:** Use the following questions of the participant. A "Yes" response to any of the following questions indicates significant stress (SDS) for further screening and possible referral for a clinical assessment.

Begin the questions with an introductory statement such as:

"My name is the (SUPPORT) person available to you. I will ask you some questions about mental health and substance abuse to find out if you could benefit from receiving services in these areas."

Follow up about the questions. Encourage you to share that you ask these questions of everybody because we all have jobs, worries or problems that may lead to emotional distress, alcohol abuse, medical or mental problems. These problems, like these stressors, can affect people in just or long ways. These questions will help to decide whether a counselor should talk with you.

Do you require to speak with a counselor even if we don't find a referral necessary?"

**Mental Health Questions**

YES NO

- 1. Do you have any feelings, fears or worries that interfere with your daily tasks and ability to work? \_\_\_\_\_
- 2. Do you have problems in getting along with others that make it hard for you to work? \_\_\_\_\_
- 3. Have you had thoughts of seriously hurting yourself or other people within the last 6 months? \_\_\_\_\_
- 4. Have you experienced any serious nervous breakdown or the sudden death of a loved one, witnessed a violent crime, or been personally involved within the last year that continues to bother or upset you? \_\_\_\_\_

**Substance Abuse Questions**

YES NO

- 5. Have you ever felt you should cut down on your drinking or drug use? \_\_\_\_\_
- 6. Have people accused you by criticizing your drinking or drug use? \_\_\_\_\_
- 7. Have you felt bad or guilty about your drinking or drug use? \_\_\_\_\_
- 8. Have you ever had a drink or used drugs for a long in the morning to steady your nerves? \_\_\_\_\_

Participant's Name: _____ Case Number: _____		
Did the participant answer you to one or more questions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide the date the participant was referred via SADS: _____		
Service needed: <input type="checkbox"/> Mental Health <input type="checkbox"/> Substance Abuse		
Agent's Name	No Name	Yes

10-10-00-000

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SCREENING FOR MENTAL HEALTH AND SUBSTANCE ABUSE INSTRUC TIONS  
FOR-CASE STAFF USE ONLY**

**READ INSTRUCTIONS:**

1) **Begin the screening process by reading the following three paragraphs to the participant:**

"I am going to ask you some questions that will help us figure out if you might need help with your feelings or with alcohol or drugs. If you need such help, you may get a kind of change from California's Office of the Attorney General called case management, but please answer them as best you can. If one of the questions makes you uncomfortable, you do not have to answer. If you do not answer the questions, we may not be able to help you with your problems, but you will receive case management."

"If you answer 'not in a number' on the other two questions, we will refer you to a professional to talk more about those problems. Even if we do not give you a referral, you can ask to talk to a professional if you want to, and we will refer you."

"Because some of the questions ask about other things, your answers will not be telling anyone about your PTSD. By law, we must tell what you say will be confidential, unless you tell us you want to tell someone or someone else, or if we learn that is what an agency cannot or cannot tell us. We will not tell anyone about things that are the responsibility of another agency. Telling us how you feel about your feelings or with alcohol or drugs is not enough to show that your children are being hurt or not being cared for."

2) **Emphasize the following points:**

- We are asking these questions.
- If the participant answers 'not in a number' for the two questions, we will refer you to a professional for a direct assessment.
- Someone else may come with you to help or to help you with the questions.
- The process described will not be telling anyone about your PTSD, unless the participant tells you that he/she wants to tell someone or someone else or if we learn that is what an agency cannot or cannot tell us.
- Telling us how you feel about your feelings or with alcohol or drugs is not enough to show that someone else is being hurt or not being cared for.
- If you're not sure, we will refer you to a professional if you want to tell someone or someone else.
- Your answers will not be told, reported or shared, unless you want to tell someone or someone else.

3) **Ask the seven Mental Health (MH) questions on the following page.**

4) **Assign a score point based on the response by the participant to each question. Enter  for each question the participant declined to answer.**

5) **Total the MH scores. If the score is 4 points or less, ask question 6.**

6) **Read the following paragraph before asking the Substance Abuse (SA) questions.**

"Thank you for answering these questions. Now the next questions are about alcohol and drugs. We need to know if you are using alcohol or drugs. These questions will help us figure out how and if California can help you with problems that might make it hard for you to get or keep a job. I will be asking general questions that can help or help you. Again, please answer them as best as you can."

7) **Assign a score point based on the SA response by the participant to each question.**

8) **Read the following paragraph after you finish the screening process as your closing statement.**

"Again, thank you for answering these questions. If you want to know more about how California can help you or someone you know with feelings, alcohol or drugs, we do have some written information. If you need to talk to someone who can help, you may call the toll-free MH helpline (under 909) 1-800-954-5771."

9) **Review the auxiliary checklist below with the participant to determine if the participant needs assistance in attending a clinical assessment (C.A.) appointment.**

"Can you go to the system that you need? If you need help with transportation to attend to get your appointment? (Yes/ No/ I am not sure)"

- Transportation  Interpreter or other treatment options  Services  Understanding the program rules
- Getting additional documents (MH certificate, social security card, proof of California residency, medical identification)
- Other issues: \_\_\_\_\_

09/2008 (02/09)

COUNTY OF LOS ANGELES	DEPARTMENT OF PUBLIC SOCIAL SERVICES
Participant's Name: _____ (Last, First)	
SSN/CAPI Number: _____	File Number: _____ Date: _____

**Work History (WH) Questions**  
 Please check (X) the box that best describes your participation in the program during the following activities:

1. In the past 12 days, have you frequently visited or set up for the point that you cannot visit to take part in activities, about activities?	1 - YES 0 - NO	<input type="checkbox"/>
2. In the past three months, have you frequently forgotten to go to work or participating in anything that you normally are used to doing, about work?	1 - YES 0 - NO	<input type="checkbox"/>
3. In the past 12 days, have you frequently felt sad, alone, hopeless, or lonely in the company of the person you cannot visit to participate in activities, about activities?	1 - YES 0 - NO	<input type="checkbox"/>
4. In the past 12 days, have you had trouble sleeping, eating, or concentrating when you are in your everyday activities?	1 - YES 0 - NO	<input type="checkbox"/>
5. In the past 12 days, have you frequently paying attention and focusing on work?	1 - YES 0 - NO	<input type="checkbox"/>
6. In the past 12 days, have you frequently thoughts of hurting yourself or other people?	1 - YES 0 - NO	<input type="checkbox"/>
7. In the past 12 days, have you heard or seen things other people don't see or hear?	1 - YES 0 - NO	<input type="checkbox"/>

Only ask if participant answers 4 points or less

8. Based on your answers, would you like to take a work professional?  YES  NO

TOTAL SCORE:

Participant scores 11 points or more, sets to a WHI provider for a mandatory clinical assessment appointment within 7 working days.	
Participant scores 9 points or less, sets to a WHI provider for a mandatory clinical assessment appointment within 7 working days.	
Participant scores 8 points or less and answered YES to question 8, sets to a WHI provider for a voluntary clinical assessment appointment within 10 working days.	
WHI Provider: _____ Date Returned: _____	(To Report Effect to attend, see a work provider)

**Activities (AA) Questions**  
 Please check (X) the box that best describes your participation in the program during the following activities:

1. How often did you have a drink containing alcohol in the past year? (AA/PA (342))	0 times (0 points)	1 to 3 times a month (3 points)	4 to 6 times a week (6 points)
2. How many drinks did you have on an average day when you were drinking in the past year? (AA/PA (342))	0 drinks (0 points)	1 to 2 drinks (2 points)	3 or more drinks (3 points)
3. How often did you have 5 or more drinks on one occasion in the past year? (AA/PA (342))	0 times (0 points)	1 to 2 times (2 points)	3 times or more (3 points)
4. How often did you have 1 or more drinks per week in the past year? (AA/PA (342))	0 times (0 points)	1 to 2 times (2 points)	3 to 4 times (3 points)
5. How often did you have 1 or more drinks per week in the past year? (AA/PA (342))	0 times (0 points)	1 to 2 times (2 points)	3 to 4 times (3 points)

6. How often did you have 1 or more drinks per week in the past year? (AA/PA (342))

0 times (0 points) 1 to 2 times (2 points) 3 to 4 times (3 points)

5 to 6 times (5 points) 7 to 8 times (7 points) 9 to 10 times (9 points)

7. In your lifetime, have you ever reported a drug for non-medical purposes? (TOTAL (342))

0 times (0 points) 1 to 2 times (2 points) 3 to 4 times (3 points) 5 to 6 times (5 points) 7 to 8 times (7 points) 9 to 10 times (9 points)

TOTAL SCORE:

Score 10-12: is a mandatory clinical assessment appointment within 7 working days

8. If score participant scores 11 points or more, set a WHI provider scores 8 points or more on Questions 1-5, or 1-8 (if a score of 10 or more, participant scores 7-8) to offer - Question 1 or Question 2.

WHI Provider: \_\_\_\_\_ Date Returned: \_\_\_\_\_





COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONFIDENTIAL DOMESTIC VIOLENCE (DV) INFORMATION**

**WHAT IS ABUSE?**

"ABUSE" is physical, sexual, emotional, mental, or verbal abuse by a current/past spouse, partner, boyfriend/girlfriend, or family member. Abuse is any behavior that will help you identify if you are being harmed.

**ASK YOUR CAREGIVER/PROVIDER:**

<p>1. Does anyone ever physically or sexually abuse you (hit, drag, pushed, hit you with things, hold you down, threaten you, or forced you to have children)?</p> <p>2. Does someone ever use a weapon to hurt you, hit you or your family, friends, children, pet?</p> <p>3. Does anyone ever use or take you to restricted areas (work)?</p> <p>4. Does anyone ever make you feel bad about yourself, embarrassed you, degraded you or limit of others or threaten you for his behavior?</p> <p>5. Does anyone stalk you, harass you, make unwanted phone calls to you, or harass you at work?</p> <p>6. Does anyone ever force you to work, school, religious services, activities, using/forcing family or involving children's appointment?</p> <p>7. Constantly want (or) all of your daily activities, tells you what to do, or where you can go or talk to?</p> <p>8. Has anyone ever forced you to give you enough money for needed items, and/or controls the checking and/or savings account, or large amount information about?</p> <p>9. Does someone ever use drug or alcohol with intoxication? (Force and/or other professional agent)?</p>	
<p>10. If any of the above questions apply to you, you may qualify for special help such as:</p> <ul style="list-style-type: none"> <li>• Counseling for you and your children</li> <li>• Information on how to be safe</li> <li>• Emergency help/ emergency shelter</li> <li>• Transitional shelter</li> <li>• Free legal help (protective orders, child custody, etc.)</li> <li>• Immigration issues</li> </ul> <p>11. If above things you have wanting outside of DVPPH and Welfare-to-Work program implementation, you may be able to apply to DVPPH staff that you can't find shelter and/or other program implementation may be needed presently.</p> <p>12. Are you dealing with the effects of a past/present domestic violence? Would you like to talk confidentially with someone about your situation, options and services? If yes, we can help you with a professional, trained staff to a professional that can assist in helping you and your children, with our help, you become self-sufficient.</p>	
<p>13. I declare that I have received the information on this form with DVPPH staff, and have been provided information about domestic violence CALL: (213) 915-1111 (Toll-free) 1-800-999-5949</p>	
<p>14. I declare under penalty of perjury that I was abused, have been abused, or have been being abused and I:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Do not want domestic violence services at this time, but I understand that I can request services at anytime.</li> <li><input type="checkbox"/> Would like to be referred for domestic violence services, DVH.</li> <li><input type="checkbox"/> Am currently receiving domestic violence services.</li> </ul>	
<p>Participant Signature: _____ Date: _____</p>	
<p><b>COUNTY USE ONLY</b></p> <p><i>(Staff should complete this form and if the applicant/participant declines services)</i></p> <p>Does the applicant/participant need immediate services? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, selected date: _____</p> <p>Is the applicant/participant requesting for services? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, selected date: _____</p> <p>Name of Person Receiving This Form: _____ Title: _____ Date: _____</p>	

DA 1102 (Rev. 01/10/10)

Original Copy to Case File Copy to Participant

**DEFINITIONS**

**Physical Abuse:** Hugs, slaps, shoves, punches, kicks, burns, hits, scolds, beats, chokes, tightens, or binds with an instrument, belt, or any other item or children.

**Sexual Abuse:** Forces you into sex, physically forces you into sex, sexually abuses you, delivers force with or without, sex officers and shares the information about them with you and/or others.

**Threats of Violence:** Threatens to hurt or kill you, your family, friends, children, co-workers, respected friends, and/or pets. Threatens to do others with you, harm, or other programs, forces you to do something illegal or to keep personal things.

**Abuse to Property, Pets or Acts of Intimidation:** Steals, destroys belongings, tells you things such as "you can't be seen", pressures you that threaten to harm your reputation with co-workers, family, etc., (e.g., bring about you), share your, kids, age, race, ethnic or ethnicity your personal property especially status or confidential character status you stand by using words or gestures, or by displaying a weapon.

**Emotional or Mental Abuse:** Makes you feel (or tells you) that you are stupid, fat, clumsy, ugly or worthless. Tries to make you feel guilty or "less". Embarrasses you, shares personal information about you with others. Makes fun of you or degrades you in front of others. This is not just spying or direct disagreements (hugs, hits, pushing, hitting, using a light and/or other you).

**Use of Children:** Threatens to take the children and keep them from you, threatens to abuse the children (which is appropriate), forces the children to choose between you, puts the children in the middle of an argument.

**Denial/Neglect:** Denies you access to medical care needs doctor's appointments, refuses to purchase medications, without medications and not make you see a doctor or doctor when you are sick or feel. Neglects basic needs of family (food, housing, work, etc).

**Isolation:** Keeps you from seeing visiting family and friends, restricts you talk privately with family or friends. Won't let you hang or work with, visit or call family or friends. Tells you when you can see or talk to, limits the amount of time you spend with or talk to family or friends. Does not allow you to participate in activities outside the home, restricts what you want to watch or television.

**Economic Abuse:** Controls money, controls checking and savings accounts. Does not give you money to get you enough money the needed items, large meetings and bank account statements meet. Refuses to work to support family, never provides for you or work. Does not let you work.

**Threats of Power and Control:** Tries to make the living or about some management to make it appear as if it is your fault. Demands to know the phone or you and/or others, status and/or location you and/or family members. Checking on you, what you eat and what you talk to. Checks your activities. Makes you report everything you go and wherever you are. Withholds attention or financial needs.

**Reporting to Governmental Panel and/or Immigration Agencies:** Threatens to report you behavior or immigration status to a governmental agency.

**Stalking Harassment, including, especially follows you, makes unwanted phone calls, sends you unwanted gifts or letters, destroys property.**

**Abuse of Immigrant Women:** Threatens deportation, sends you of U.S. status status, threatens family as member of religion, carries religious/ethnic beliefs, prevents you from having any language, doesn't you access to education about your rights, has no legal documents, lacks important papers (ID cards, passport), fails to file papers to legalize your status, threatens to take children from the mother.

OFFICE OF CASE MANAGER

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Case Name:

Case Number:  
Branch:  
City:

**CALWORKS WELFARE TO WORK DOMESTIC VIOLENCE WAIVER REQUEST**

CALWORKS can assist people who are or have been victims of domestic violence. You may request that the County "waive" (not apply) some CalWORKs and Welfare to Work rules. The County must give you a decision on whether to grant you a waiver for domestic violence in writing.

I am currently or have been a victim of domestic violence and need a waiver of the program rules because they:

(Check at least one):

- Make it harder for me or my family to escape abuse.
- Put me or my family at further risk of abuse.
- Disrupt the ability to me or my family because of how domestic violence affects me and my family.

I am in a domestic violence situation since \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/21

I was in a domestic violence situation from \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/21 to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/21

I want the County to waive the Maximum Family Grant (MFG) rule for my child:

\_\_\_\_\_ program \_\_\_\_\_ program

I have received child support or income from a governmental program based on an absent parent's disability or retirement for the child above from: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/21 to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/21

I am currently or have been a victim of domestic violence and I am unable to be regularly employed or participate in programs without difficulty in California or Work activities.

I want the County to waive the CalWORKs 60 Month Time Limit

I want the County to waive the Welfare to Work program rules:

check at the way:

- I need to be referred to CalWORKs domestic violence services.
- I understand domestic violence services are available, but I do not need to access these services at the time. However, I would like to participate in other Welfare to Work activities and receive a domestic violence waiver to help me participate. I understand that I can request domestic violence services anytime to help me overcome the barrier.
- I do not want to access domestic violence services or other Welfare to Work activities at the time. I am unable to be regularly employed or to participate in CalWORKs or Work activities or access domestic violence services without difficulty due to my past or present domestic abuse. I understand that for getting out to access domestic violence services, child care, transportation or other work related payments (food, shelter, etc.). I understand that I can request domestic violence services or Welfare to Work activities anytime to help me overcome the barrier (court appointment and self-defense).
- I am no longer a victim of domestic violence, but my past domestic violence situation impacted my ability to participate in Welfare to Work activities and/or obtain/retain employment.

- a. I understand that I must remain in ongoing communication with my DPSS Eligibility Worker, CWS Services Worker or Case Manager and respond in person, by phone, or in writing to any written correspondence I receive.
- a. I understand that I may be called to give proof of my reason for requesting a domestic violence waiver.
- a. I understand that if the MFG rule is waived for my child, income received for another child was previously not counted may now count towards my CalWORKs aid payment.
- a. If the County says no to any request, I have the right to ask for a state hearing.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COUNTY OF LOS ANGELES  
 SOCIAL SERVICES

DEPARTMENT OF Public SOCIAL SERVICES  
 Case Name: \_\_\_\_\_  
 Case Number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_

**CALIFORNIA WELFARE-TO-WORK: DOMESTIC VIOLENCE WAIVER (DETERMINATION FORM)**

The County has made the determination below on the waiver requested due to domestic violence:

**California Maximum Family Grant (MFG) Waiver**

**Approved** - Your case \_\_\_\_\_ will be exempt from the MFG rule effective \_\_\_\_\_.

You will receive the following alternative supplemental benefits: \_\_\_\_\_  
 \_\_\_\_\_

**Denied** - Your case \_\_\_\_\_ is not exempt from the MFG rule. Reason for denial: \_\_\_\_\_  
 \_\_\_\_\_

**California 60-Month Time Limit Waiver**

**Approved** - Each month of aid for the period that your condition or circumstances exist will not count toward the California 60-month time limit.

**Denied** - Each month of aid will continue to count toward the California 60-month time limit. Your request for a waiver of the California 60-Month Time Limit Waiver was denied. Reason for denial: \_\_\_\_\_  
 \_\_\_\_\_

**Welfare-to-Work Participant Waivers**

**Approved** - You will not be required to participate in \_\_\_\_\_.

**Denied** - You are required to participate in Welfare-to-Work. You will get a notice telling you when to attend welfare-to-work activities and/or services. Reason for denial: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPROVED	NO	NO	NO
----------	----	----	----

You may also file a STATE complaint if you have had a denial. "If you are denied benefits" notice on the back side of this page tells you how to file for a STATE complaint.

**These rules apply. They may review them at your welfare office. WPP 60-118 and WPP 60-114  
 (2011/2012)**

**YOUR HEARING RIGHTS**

You have the right to ask for a hearing if you disagree with any county action. You have only 60 days to ask for a hearing. The 60 days start the day after the county gives or mails you this notice.

If you ask for a hearing before an action on Cash Aid, Medicaid, Food Stamps, or Child Care Services please:

- Your Cash Aid or Medicaid will stop the same while you wait for a hearing.
- Your Child Care Services may stop the same while you wait for a hearing.
- Your Food Stamps will stop the same until the hearing or the end of your certification period, whichever is earlier.

If the hearing decision says we are right, you will have to pay any extra Cash Aid, Food Stamps or Child Care Services you got. You do not have to pay your benefits before the hearing. Check below:

Yes, I have to pay:  Cash Aid  Food Stamps  Child Care

**State: You Must file a Hearing Decision for:**

**Medicaid or Child**

You do not have to take part in the activity.

You may receive child care payments for employment and for activities approved by the county before the hearing.

If we tell you you are eligible for certain services, you will not have to pay for any more payments, even if you go to your activity.

If we tell you not to go you still have to pay for any services, they will be paid to the person and in the way we told you in this notice.

- To get these supportive services, you must go to the activity the county told you to attend.
- If the amount of supportive services the county pays while you wait for a hearing decision is not enough to allow you to participate, you may also go to the activity.

**Calluses**

- The county participates in the Calluses Program if we tell you we cannot help you.
- We will pay (50%) for Calluses Supportive services for an approved activity.

**Child Care Services**

**Medicaid Supportive Services:** The notice on the right may say you may get extra services from your managed care plan. You will not be asked to pay for these services before the hearing.

**Child Care Medicaid Support:** The local child support agency will pay child support if you are over 1 year old and on cash aid. Child support cannot be paid if you are on cash aid or unless you agree to go to work. They will send you certain support money related to all cash aid the county collected for a child in the county.

**Public Hearing:** The notice on the right will give you information about you ask for it.

**Hearing Fee:** If you ask for a hearing, the hearing fee will be \$10. You have the right to ask the the county for a hearing fee waiver if you are on cash aid. The county will not pay for the hearing fee if you are on cash aid. The county will not pay for the hearing fee if you are on cash aid. The county will not pay for the hearing fee if you are on cash aid. The county will not pay for the hearing fee if you are on cash aid.

**TO ASK FOR A HEARING:**

- Fill out this page.
- Make a copy of the front and back of this page for your records. If you ask, your worker will get you a copy of this page.
- Send or take this page to:

Appendix A: Hearing Request  
P.O. Box 10000  
San Antonio, TX 78208

- OR
- Mail out your **HEARING REQUEST** for the hearing or request information when you call, 1-800-832-8289.

**Be Safe:** You can ask about your hearing rights or for a copy and return it to the address with phone numbers listed above. You may get free legal help if your local legal aid or welfare rights office.

If you do not want to go to the hearing alone, you can bring an friend or someone with you.

**HEARING REQUEST**

I want a hearing on the action by the Welfare Department of \_\_\_\_\_ (County) about my

- Cash Aid  Food Stamps  Medicaid
- Other: \_\_\_\_\_

Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- If you need more space, check back and add a page.
- I need the county printing fee will be waived if it cost to me to get copies of these forms prepared for you at the hearing.

My language is best in: \_\_\_\_\_

NAME OF STATE AGENCY OR COUNTY SOCIAL SERVICE AGENCY

ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF STATE AGENCY OR COUNTY SOCIAL SERVICE AGENCY

ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_





MONTHLY ACTIVITY REPORT FORM  
Monthly Activity Report Form

DEPARTMENT OF PUBLIC SOCIAL SERVICES  
Report for the Month of \_\_\_\_\_ 2013

Participant Address

Participant Name  
Address  
City  
State

In order to make sure that we provide you with the information and other services we need you to attend your monthly activities as well as your Thrift-to-Work Activities. In the boxes below, tell us about your Thrift-to-Work Activities listed below for the month of \_\_\_\_\_. Please give the date to your service provider listed on this form every time you have. Return this form to your CASEWORKER within 10 business days. Please provide the date by the due date may affect your eligibility to receive transportation and other services. If you have any questions please contact your CASEWORKER Thrift-to-Work.

Participant Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Name: \_\_\_\_\_ Title: \_\_\_\_\_

Case Manager Address: \_\_\_\_\_

Case Manager City: \_\_\_\_\_ State: \_\_\_\_\_

Case Manager Phone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Name: \_\_\_\_\_ Title: \_\_\_\_\_

Case Manager Address: \_\_\_\_\_

Case Manager City: \_\_\_\_\_ State: \_\_\_\_\_

Case Manager Phone: \_\_\_\_\_

\_\_\_\_\_  
 (Print name in ink, please do not use a computer font or a stylized signature)

\_\_\_\_\_  
 (Print name in ink - last, first, middle)

5. Please document all daily absences in your education/training activity by completing the following (see example below). Do not report employment information on this form.

Activity Monitoring Worksheet													Participant ID	
Activity including:														
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Mon														
Tue														
Wed														
Thurs														
Fri														
Sat														
Sun														
Total														100%

Values reflect hours in \_\_\_\_\_ hours/week  
 (enter time in hrs. min. / AM/PM/noon)  
 Name \_\_\_\_\_ Operator \_\_\_\_\_ Site \_\_\_\_\_  
 I AM NOT REPORTING EMPLOYMENT INFORMATION  
 (reporting through existing employment information system)  
 Date Starting \_\_\_\_\_  
 Date Ending \_\_\_\_\_  
 Start time \_\_\_\_\_  
 End time \_\_\_\_\_  
 Reporting year \_\_\_\_\_

- Days of the Month - Report your hours provided per day
- Absence Reporting - Report absence dates and reasons you did not attend. Before we process the report absence:
 

Personal illness
Illness reported by your activity provider
Illness reported by the child education provider
Medical appointment for you or child
Apprentice or Employee in CDDN Service Worker
Family care
Transportation problem
Child appointment
US military
Other (to you or child)
Early start or late start (document reason)
- Verification of absence must be attached to the Monthly Attendance Report form (CDDN 0001).
  - Verification can include doctor statement, provider statement or personal note signed by participant explaining reason for absence.
- Total - add the hours for the entire month
- Once you have filled in your hours, sign and date the form, submit to the CDDN/0001 office or your school or training provider for signature.
- Submit completed form to your CDDN Service Worker by the due date indicated on the front of the form.

\_\_\_\_\_  
 (Print name in ink - last, first, middle)

- Please return this form with participant and sign, participant, site, phone number, date, and use specific stamp.
  - Once completed, the form can be filed in the CDDN Service Worker folder in the front of the form, or given to participant to forward to CDDN Service Worker.
- CDDN Form 0001

**In-House Job Search Activities**

Case Name	File	Case Number	Business Services Specialist Name

Comments	Date	Services Provided

Comments	Date	Services Provided

Comments	Date	Services Provided

Comments	Date	Services Provided

Comments	Date	Services Provided

Activities Verified by \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

(201) 696-7

**In-House Job Search Timesheet**

Case Name	File	Case Number		
Component Start Date	Component Start/End Date			
<b>Week 1</b>				
Week Start Date	Date	Week End Date Start Time	Final Time	Hours
Searching				
Training				
Outreaching				
Planning				
Other				
Weekly Hour Requirement			Total Hours	
<b>Week 2</b>				
Week Start Date	Date	Week End Date Start Time	Final Time	Hours
Searching				
Training				
Outreaching				
Planning				
Other				
Weekly Hour Requirement			Total Hours	
<b>Week 3</b>				
Week Start Date	Date	Week End Date Start Time	Final Time	Hours
Searching				
Training				
Outreaching				
Planning				
Other				
Weekly Hour Requirement			Total Hours	
<b>Week 4</b>				
Week Start Date	Date	Week End Date Start Time	Final Time	Hours
Searching				
Training				
Outreaching				
Planning				
Other				
Weekly Hour Requirement			Total Hours	
<b>Week 5</b>				
Week Start Date	Date	Week End Date Start Time	Final Time	Hours
Searching				
Training				
Outreaching				
Planning				
Other				
Weekly Hour Requirement			Total Hours	

Hours Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Technical Exhibit A-13

DAILY EMPLOYER CONTACT LOG SHEET		Employer's Name _____	Date _____ Day Date _____			
JSA Month & Year: _____		Case # _____				
Required - JSA By: Per Day: _____		* Contact Log is not allowed from your home or in the field, only within # From the local address listed in your home address				
JSA DATE	- JSA Date - Approved time if Department time - Travel time	EMPLOYER NAME & ADDRESS If employer is in/out for this log, Please do this line address:	NAME OF CONTACT PERSON, TITLE & PHONE NUMBER	Action Taken or JSA Results:	Follow Up Plan:	Time it took to complete JSA process * travel time:
	* No travel time allowed	Position Applied for: _____	Name:	Did you submit an Application? Yes No Interview Offered you a job? Yes No Call back for application - interview? Yes No Job Test Arranged? Yes No Was the interview a success? Yes No Hiring in the future? Yes No		Process time
JSA start			Title:			Travel time:
JSA end			Phone:			
	Travel time	Position Applied for: _____	Name:	Did you submit an Application? Yes No Interview Offered you a job? Yes No Call back for application - interview? Yes No Job Test Arranged? Yes No Was the interview a success? Yes No Hiring in the future? Yes No		Process time
JSA start			Title:			Travel time:
JSA end			Phone:			
	Travel time	Position Applied for: _____	Name:	Did you submit an Application? Yes No Interview Offered you a job? Yes No Call back for application - interview? Yes No Job Test Arranged? Yes No Was the interview a success? Yes No Hiring in the future? Yes No		Process time
JSA start			Title:			Travel time:
JSA end			Phone:			
	Travel time	Position Applied for: _____	Name:	Did you submit an Application? Yes No Interview Offered you a job? Yes No Call back for application - interview? Yes No Job Test Arranged? Yes No Was the interview a success? Yes No Hiring in the future? Yes No		Process time
JSA start			Title:			Travel time:
JSA end			Phone:			
	Travel time	Position Applied for: _____	Name:	Did you submit an Application? Yes No Interview Offered you a job? Yes No Call back for application - interview? Yes No Job Test Arranged? Yes No Was the interview a success? Yes No Hiring in the future? Yes No		Process time
JSA start			Title:			Travel time:
JSA end			Phone:			
Employer's Review:					Completed by: _____	

02/27/13 Copy To: By: Verified by: \_\_\_\_\_ Action: \_\_\_\_\_ Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REQUEST FOR MENTAL HEALTH CLINICAL ASSESSMENT – PART I  
OR  
WAIVER OF MENTAL HEALTH CLINICAL ASSESSMENT – PART II**

This form is only to be used for participants who have scored into Priority Level 3 on the CH 6140A.

**Part I**

<b><u>REQUEST FOR CLINICAL ASSESSMENT</u></b>	
Case Number: _____	
Although my screening for mental health barriers did not result in a mandatory clinical assessment,	
I, _____, would like to attend a mental health clinical assessment	
(Participant's name)	
in order to talk to a mental health professional.	
_____	_____
(Participant's signature)	(Date)

**Part II**

<b><u>WAIVER OF CLINICAL ASSESSMENT</u></b>	
Case Number: _____	
I, _____, have been informed that I can receive mental health	
(Participant's name)	
clinical assessment services. Although I have been determined to have a non-urgent need to talk to	
a mental health professional, I choose not to be referred to mental health clinical assessment.	
I understand that I am still required to participate and comply with the Welfare-to-Work Plan that I	
sign. If I do not comply and do not have good cause, I understand that my grant may be lowered.	
However, this does not prevent me from declaring at a later date that domestic violence,	
mental health and/or substance abuse issues may be interfering with my Welfare-to-Work Plan.	
_____	_____
(Participant's signature)	(Date)

OSW/CCM/PCM Name:	File Number:	Date:

CH 6140 (02/2010)

Technical Exhibit A-15

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

MISCELLANEOUS TRANSMITTAL

WRITE IN TITLE OF DOCUMENT TRANSMITTED			
TO:		FROM DISTRICT	DATE
CASE NUMBER	CLASS OF NO.	CASE SURNAME	REMARKS
RECEIVED BY:		DATE RECEIVED:	

WSS 0001 (Rev. 07/01)



**QUALITY CHILD CARE - Guidelines to seeking the best care for your child. (Continued)**

- Do you agree with the way the child care provider disciplines children? Are you comfortable with diaper change and/or toilet procedures?
- Are facility needs/wants provided? If your child needs a special diet, will the provider prepare these meals?
- What does the provider do in emergencies like earthquakes, fire, and illness?
- Are the locations, hours and cost even what CALWORKS will pay?

**RESOURCE AND REFERRAL/ALTERNATIVE PAYMENT PROGRAM (BAR/APP) AGENCIES**

If you need help finding a licensed child care provider, you may contact the local Resource and Referral agency in your area, shown below with an asterisk (\*) or that of the agency's choice.

\***Center for Community and Family Services**  
444 East Alhambra Street, Ste. 200  
Carson, CA 90746  
(562) 571-2888

**City of Torrance**  
2221 Florence Blvd  
Torrance, CA 90501  
(310) 462-1712

\***Madison American Opportunity Foundation**  
401 North Garfield Avenue  
Glendale, CA 91204  
(818) 246-6600

\***Child Care Information Services Provider**  
1401 East Wilson Street  
Pasadena, CA 91107  
(626) 448-8222

\***Connections for Children**  
1701 Ocean Park Boulevard, Ste. 200  
Santa Monica, CA 90407  
(310) 471-1200

\***Optima**  
1100 Beach Drive #100  
Bakersfield, CA 93304  
(805) 878-1988

\***Child Care Resource Center**  
San Fernando Valley  
10001 Reseda Street  
Chatsworth, CA 91311  
(805) 717-1888

\***Central Valley**  
1041 N. Garfield Street, Ste. 100  
Los Angeles, CA 90012  
(213) 241-8848 Information  
(323) 434-4100 Application

\***Pedestal**  
1114 West 47<sup>th</sup> Street #100  
Los Angeles, CA 90010  
(323) 427-2700

**Justices Office**  
4220 10<sup>th</sup> Street West  
Lawrence, CA 91544  
(951) 948-6627

**Down Child Development Cooperative**  
1701 Marine Center Bldg 5, Blvd, Ste. 222  
Longwood, CA 91030  
(916) 688-6887

\***Passion Filled School District**  
1400 E. 9th Avenue, Ste. 1104  
Pasadena, CA 91107  
(800) 977-4742

\***Children's Home Society of California**  
100 Golden Gate, Ste. 70  
Long Beach, CA 90801  
(562) 236-7600

**International Institute of Los Angeles**  
8407 Hollywood  
Los Angeles, CA 90015  
(323) 234-8888

## **YOUR RIGHTS AND RESPONSIBILITIES**

### **YOUR RIGHTS**

- To be informed of child care services or service applications, Preferences (based on service) or other Waiver-to-Work plan activities begin or are changed.
- To be evaluated for eligibility to join child care as a CalWORKs participant if you are employed or attending an approved Waiver-to-Work activity.
- To choose the child care provider that is best for you and your children, and to be assisted.
- To be served without regard to race, color, national origin, religion, political affiliation, marital status, sex, disability, or age. You may file a complaint if you have been discriminated against.
- To have the right to file a free hearing request when a negative action is taken and you believe it is incorrect.

### **YOUR RESPONSIBILITIES**

- To have your child care provider submit a completed Preference application (LR 1) and complete the Health and Safety Self-Certification (CCP 4 form within 7 calendar days of the first day child care services begin, if not on file or not required to have a license (license exempt), and be on file or not exempt from Preference requirements. (Please see [Creative and Health and Safety Self-Certification Facility Checklist](#) section below.)
- To inform the County or local child care agency as soon as you have a need for paid child care. CalWORKs will help you pay for child care until after you request paid child care.
- To request paid child care within 10 calendar days from the first day you receive child care services from your provider, so that the provider can be paid for the services provided to you.
- To inform the agency of your child care needs on the LR1/17. Please Provide Child Care Services Agreement.
- To pay for any child care services received if your child care provider does not meet certain requirements.
- To give your provider the items required, show proof of them as needed, and promptly report all account or other household changes within 1 day of the changes, or request may be required by your child care provider and you.
- To inform child care changes given to making the change to service provided for the care arrangement (that includes child care license covering costs, provider change, hours of care change, transferring to before or after school program for 11 or 12-year olds, etc.).
- To agree to sign this form as an acknowledgment that information was provided to you and understood.

### **NOTES:**

Your child care Due Process rights and responsibilities are subject to changes through different CalWORKs child care stages as you move through your Waiver-to-Work plan. You will be notified of any changes which may affect you. Read all your notices [clearly and carefully](#).

### **EMPLOYERS WHO WANT TO HIRE SELF-CERTIFYING PROVIDERS WITH LICENSES**

Some license-exempt providers need to be fingerprinted and have a criminal background check. License-exempt providers who just the criminal background check are required work Preference, a statewide database of child care providers that have an disqualifying criminal convictions. If you select a license-exempt provider who will provide child care in your home or at another location instead of a licensed center or family child care home, the following procedures must be followed:

- As of February 1, 2018, any license-exempt child care providers, except faith centers, grandparents by blood, caregivers or caretakers, and public schools or recreational programs, must be fingerprinted unless any person for individual child care services can be made.
- When you use the child care or request a change to child care provider, and the provider is not licensed, you will need that provider to show proof that he or she is fingerprinted or has applied for the fingerprinting. In addition, your child care provider must also fill out a Health and Safety Self-Certification (CCP 4 form within 7 calendar days. Licensed providers need to complete a Declaration of Exemption (CCP 1 form relating to their relationship to the child for whom they are providing care.

**ENVELOPE CONTAINS AND MUST BE KEPT SEPARATE FROM THIS CHECKLIST (Continued)**

- ➔ The Druthie applications TLR 1 and TLR 108 forms should be requested as soon as you request child care so that you can submit them from the date child care services begin.
- ➔ Your child care provider may contact the local Resource and Referral (RAR) office (see listing on page 2) to get a Druthie application TLR 1 and TLR 108 form, complete the Druthie application TLR 1 and TLR 108 form, and have her/his Supervisor return a Druthie Employment/Resource Technology use within 7 calendar days.
- ➔ The RAR agency will give you or your provider the name and address of the place where the Druthie Supervisor will be.
- ➔ The Health and Safety Self-Certification (CCF) form is to be completed by you and your child care provider, and sent to your worker at the RAR/APP agency (see listing on page 2) within 7 calendar days. For more Druthie information, you may call 1-800-277-6496.

**RETROACTIVE PAYMENT POLICY**

- I understand that child care payments cannot go back more than 30 calendar days from the date I request paid child care from my worker. In order to receive paid child care, I must be determined eligible and my provider must meet certain requirements.
- I further understand that as of February 1, 2008, if I select a license-exempt provider who is required to be Druthie-registered, the provider must be registered before payment can be made. License-exempt providers who are Druthie-registered may be eligible for retroactive payments for up to 120 calendar days from the date the provider is Druthie-registered. If the Druthie registration is not completed or Druthie is denied, no child care payments can be made for the provider.

**CHILD CARE PROVIDER SITE VISITS**

I understand that County staff may be visiting the site where my child care is provided and that my provider is required to cooperate in answering questions to verify hours of approved child care and verify the children's presence at the child care site when the County staff visit my provider's facility/home or any home where child care is provided during the hours when child care is approved. I understand my provider's lack of cooperation will not be out of itself a basis for suspension or termination of my child care.

**CURRENT CHILD CARE NEEDS**

- I need paid child care services at this time so that I can work or attend my approved Education/Work activity.
- I do not need child care at this time. I understand that I must request child care from the County or local RAR/APP agency if I need it in the future.
- I certify that I will consider and evaluate if a facility at [www.ccsd.org](http://www.ccsd.org) will meet all parts or some of my child care needs for my 1 to 12 year old child.

Signing this statement means I have read all of the above, am aware of the child care provider choices available to me, and have discussed the child care provider choices that is most applicable to my child care needs. I declare under penalty of perjury under the laws of the United States and the State of California that the information I provided on this page regarding my child care needs is true and correct to the best of my knowledge.

Signature of Applicant/Participant _____ Date _____	Title/Title _____
Signature of Eligible Worker/APP Worker/CCF Worker _____ Date _____	Title/Title _____

King Community Center (KCC)  
 1400 N. 1st St., Suite 100  
 Portland, OR 97227  
 Phone: 503.281.4200  
 Fax: 503.281.4201

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REFUGEE EMPLOYMENT PROGRAM (REP)  
WORK EXPERIENCE (WE) WORKSITE AGREEMENT**

This WE Worksite Agreement, hereinafter referred to as "Agreement" is made and entered into this day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_, hereinafter referred to as a REP Service Provider and \_\_\_\_\_, hereinafter referred to as Employer or WE Provider for the purpose of non-related Work Experience training to participants in the Refugee Employment Program. Both parties agree that they will adhere to the terms and responsibilities set forth in this Agreement as outlined below. This Agreement is to be used for Work Experience sites solely developed by the REP Service Provider.

**WORK EXPERIENCE**

Work Experience is a job component in which a participant receives a non-related position in a public/private for profit or non-profit organization. WE Provider on-the-job training, behavior skills, attainment of new skills and improvement of existing skills. It also provides the participant with an employment reference when seeking employment. The length of the WE assignment is limited to six (6) months.

**RESPONSIBILITIES**

- A. REP Service Provider shall:**
1. Provide the employer with an employee to perform duties equivalent to a salaried employee.
  2. Inform the participant of the nature of the WE site he or she is being assigned to and the type of work to be performed.
  3. Obtain monthly, from the Employer/WE Provider any and all necessary records and information needed to the employer's provision of services to the participant and complete the REP-2 form, "Refugee Employment Program (REP) -- Work Experience (WE) Monthly Performance Evaluation and Attendance Verification" for each participant assigned to WE. This form is to remain permanently on file in the participant's case record.
  4. Contact the participant once a month, either in person or by phone.
  5. Review participant's job search progress and determine if any new or additional skills have been acquired to match with job leads.
  6. Inform the participant that he or she must:
    - 6.1. Be on time, dress appropriately, and be prepared to work.
    - 6.2. Look for job employment while assigned to WE.
    - 6.3. Report to the Employer/WE Provider any absence prior to work start time.
- B. Employer/WE Provider shall:**
1. Provide the REP participant with a non-related position and on the job training activity.
  2. Inform the REP participant of worksite policies, procedures and safety regulations.
  3. Determine the hours the REP participant will be working in WE assignment.
  4. Maintain the REP-2 form, "Refugee Employment Program (REP) -- Work Experience (WE) Monthly Performance Evaluation and Attendance Verification" to record the participant's work schedule, and all records and information related to the Employer's provision of services. The information from the form will be provided to the REP Service Provider for completion of the REP-2. The REP-2, and any related records will be maintained until the duration of the participant's WE activity.
  4. Observe time keeping record of participant with REP Service Provider and/or DPSS or their authorized representatives upon request.
  5. Instruct, supervise, and evaluate the REP participant's performance.
  6. Assist the REP participant in making a transition into the workplace and to be placed in unskilled employment.
  7. Notify REP Service Provider of any problems or changes in the WE assignment within 24 hours of occurrence.
  8. Allow access to the REP Service Provider and/or the County of Los Angeles or their authorized representatives, to any and all records related to the participant and/or to the Employer's provision of services to the participant for the term of this agreement.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REFUGEE EMPLOYMENT PROGRAM (REP)  
WORK EXPERIENCE (WEX) WORKSITE AGREEMENT**

Please check the appropriate selection:	
<input type="checkbox"/> New Training Activity	<input type="checkbox"/> Ongoing Training Activity

Participant Name:	
Case Number:	
Work Experience Start Date:	End Date:
Weekly Hours:	
Work Experience Title:	

Employer/WEX Provider Name:	
Address:	
Phone:	
Work Experience Site Supervisor:	

REP Service Provider  
Signature and Title: \_\_\_\_\_

Employer/WEX Provider  
Signature and Title: \_\_\_\_\_

The above parties agree to indemnify and hold harmless the County of Los Angeles against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses arising from or connected with acts and/or commission arising from and/or related to this Agreement and to all services provided pursuant to the Agreement.

The person(s) signing on behalf of the REP Service Provider and on behalf of the Employer/WEX Provider warrant under penalty of perjury that they have authority to sign and bind this Agreement and that they hold the title stated above.

**TERMINATION**

DPSS may terminate this Agreement if the REP Service Provider or Employer/WEX provider violates any law, rule, or regulation, or fails to meet the performance criteria specified in this Agreement, or otherwise deemed inappropriate activities.

**REFUGEE EMPLOYMENT PROGRAM (REP)  
Work Experience (WEX)  
Monthly Performance Evaluation and Attendance Verification**

Participant's Name: \_\_\_\_\_ Case #: \_\_\_\_\_

Employer/WEX Provider Agency: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Period Being Evaluated: From: \_\_\_\_\_ To: \_\_\_\_\_

List the hours for each day Participant has worked:

DAYS	WEEK 1	WEEK 2	WEEK 3	WEEK 4	IF NEEDED WEEK 5
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Total Hours					

Evaluate Participant's Performance

Please <input type="checkbox"/> in the box	Poor	Fair	Good	Excellent
Punctuality				
Cooperation				
Following Instructions				
Knowledge/Skills				
Initiative				

Comments: \_\_\_\_\_

\_\_\_\_\_

Information provided by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer/WEX Provider Name & Title)

REP Case Manager Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

File Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

1. I understand the purpose of this document.

2. I understand the purpose of this document.

This is an overview of the rules and regulations of the program. It is intended to provide you with the information you need to understand the program and to help you make decisions about whether to participate in the program. The rules and regulations are subject to change without notice. The rules and regulations are subject to change without notice. The rules and regulations are subject to change without notice. The rules and regulations are subject to change without notice.

3. I understand the purpose of this document.

4. I understand the purpose of this document.

This is an overview of the rules and regulations of the program. It is intended to provide you with the information you need to understand the program and to help you make decisions about whether to participate in the program. The rules and regulations are subject to change without notice. The rules and regulations are subject to change without notice. The rules and regulations are subject to change without notice. The rules and regulations are subject to change without notice.

**Other Rules**

As a participant in this program, you must follow the following rules when you are in the program:

- 1. **Attendance Rules**
  - a. You must attend all classes and activities on time.
  - b. You must attend all classes and activities on time.
- 2. **Behavior Rules**
  - a. You must follow all rules and regulations of the program.
  - b. You must follow all rules and regulations of the program.
- 3. **Communication Rules**
  - a. You must communicate with your instructor and staff.
  - b. You must communicate with your instructor and staff.
- 4. **Other Rules**
  - a. You must follow all rules and regulations of the program.
  - b. You must follow all rules and regulations of the program.





**ASSIGNMENT AND SERVICES**

**ACTIVITY LOCATION, SCHEDULE, AND HOURS**

1. <b>Activity</b>		
Start	Starting Time	Ending
Frequency	Days	
2. <b>Activity</b>		
Start	Starting Time	Ending
Frequency	Days	
3. <b>Activity</b>		
Start	Starting Time	Ending
Frequency	Days	
4. <b>Activity</b>		
Start	Starting Time	Ending
Frequency	Days	

The county will provide the location and schedule for my \_\_\_\_\_ activity by \_\_\_\_\_.

I will go to \_\_\_\_\_ on \_\_\_\_\_ to get my \_\_\_\_\_ and/or services.

I will give my Referee/Client a copy of my \_\_\_\_\_ activity by \_\_\_\_\_. I will let my Referee/Client know if any changes are made and give my Referee/Client a copy of the changes if required.

I understand that if I do not go to \_\_\_\_\_ as required by the county or make satisfactory progress in these activities, the county will revoke my \_\_\_\_\_ and I may have to go to different activities. I understand that I must give proof of satisfactory progress in these activities to my Referee/Client under the stated conditions.

Activity _____	Date: From _____ to _____
Activity _____	Date: From _____ to _____
Activity _____	Date: From _____ to _____
Activity _____	Date: From _____ to _____

Additional Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUPPORTIVE SERVICES**

The county must give me supportive services (child care, transportation, and work, education and training related expenses) if I need them to participate in my mandatory or voluntary Workforce-Work assignments and Workforce-Work rules allow for them.

- My county neither has increased my need for Workforce-Work supportive services for each activity listed in my plan, I understand that I do not have to do my assignment until the supportive services I need have been arranged.
- I understand that I must tell my Workforce-Work worker right away if my need for Workforce-Work supportive services changes, or if I no longer need them. If I do not report the changes in advance, the county may not be able to pay for them.
- I understand that if the county pays for supportive services that are more than what I needed to participate in Workforce-Work, I will have to pay the county back.

I need the following supportive services:

- Child Care**
  - I do not need the county to pay for child care at this time, but I have the right to request child care later: \_\_\_\_\_ (date and date)
- Transportation:**
  - Bus Pass     Mileage     Parking
  - Other (if not bus, taxi, etc.): \_\_\_\_\_
  - I need advanced payment for transportation
  - I do not need the county to pay for transportation at this time, but I have the right to request transportation later: \_\_\_\_\_ (date and date)
- Auxiliary (other such as books, tools, uniforms, etc.) costs for:**
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_
  - I need advanced payment for auxiliary costs.
  - I do not need the county to pay for auxiliary costs at this time, but I have the right to request auxiliary costs later: \_\_\_\_\_ (date and date)
- In order to successfully participate in the assigned activities I need the following accommodations (help). Please specify: for example: special services (because of a disability) (reading the notices, large print, special supplies, etc.)
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_

**PARTICIPANT'S CERTIFICATION**

- I understand that my Waiver-to-Work Plan includes the form, the Waiver-to-Work Plan - Rights and Responsibilities, and the Waiver-to-Work Handbook. I understand that Waiver-to-Work activities and services, and my rights and responsibilities as a Waiver-to-Work participant, are explained to me in these forms.
- I have received a Waiver-to-Work Handbook.
- I know I can ask my Waiver-to-Work worker if I have any questions.
- I understand that if I tell my county worker that I do not agree with my assessment at the county and I cannot agree on a plan, the worker must refer me to a neutral third party for a new assessment of my employment or Waiver-to-Work activity needs.
- I understand that I can ask the county at any time for details about services, including a review of certain program requirements.
- I understand that I can ask the county at any time for mental health, substance abuse, or learning disability services.
- If this is my first assignment under a Waiver-to-Work plan, I understand that I have 30 calendar days from the date of my initial Waiver-to-Work Plan to ask for a change in assignment to another activity. This 30-day grace period is available only once during my time getting CalWORKs work set. If the county agrees to the change, I know I will have to sign a new Activity Assignment.
- I have three (3) working days to think about the terms of the Activity Assignment after I sign it. I understand if I want to change the terms of the Waiver-to-Work Plan, I must tell my Waiver-to-Work worker by \_\_\_\_\_. If I do not tell my Waiver-to-Work worker by then, the Activity Assignment is final.
- I have read (or had read to them) and understand this Activity Assignment, and have received a copy. If I do not meet my responsibilities without a good reason, I know that there are penalties that can include losing my cash and food and supportive services may be stopped.
- I understand that I can ask for a different service provider if I object to the religious character of any provider to which I have been assigned.
- I understand that I can say no to any religious activity offered by a service provider, and that any participation in any religious activity offered by a service provider is voluntary.
- I understand if I do not agree with any county action regarding my Waiver-to-Work participation, I can file a formal grievance with the county or I can ask for a State hearing by calling, toll-free, 1-800-952-5255. If the county is proposing to lower or stop my aid, my aid will be lowered or stopped if I file a formal grievance.
- I understand that I can get free legal help with Waiver-to-Work problems from the local legal or welfare rights office, by calling \_\_\_\_\_.

Participant's Signature		DATE
Signature of local welfare rights office		DATE

**KEY MEASURES SUMMARY CHART**

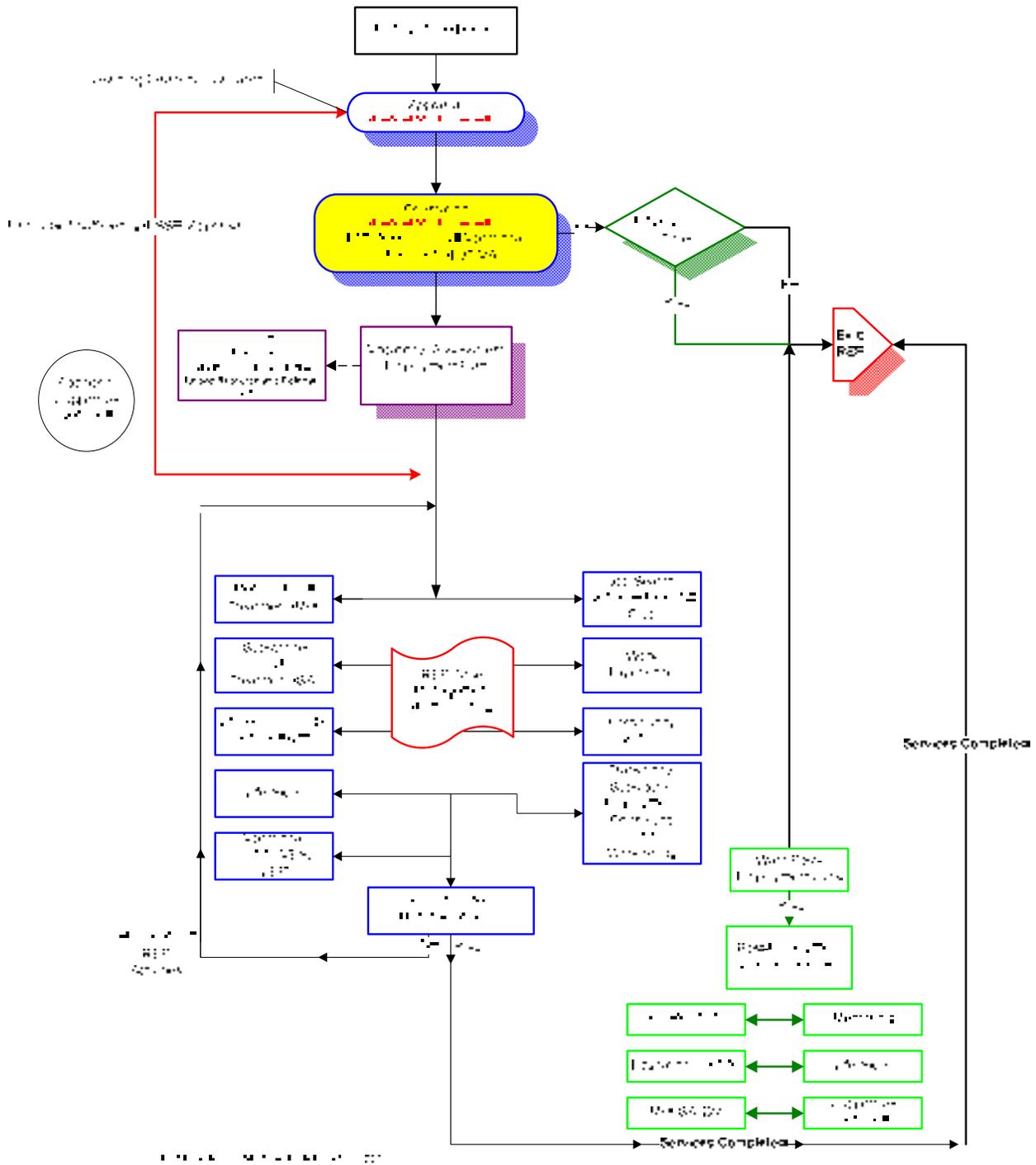
<b>REQUIRED SERVICES</b>	<b>STANDARDS</b>	<b>FISCAL ADJUSTMENT</b>	<b>DEGREE OF DEVIATION ALLOWED</b>	<b>MONITORING SOURCE*</b>
<b>Key Measure #1</b> <b>Increased Appraisal Show Rate</b>	Increase Appraisal Show Rate to 50%	<b>None</b>	<b>3%</b>	GAIN Activity Show Rates DPSSMART Report
<b>Key Measure #2</b> <b>Reduced Percentage of Individuals between Activities</b>	Reduce percentage of registrants between activities for more than 30 days to 5%	<b>None</b>	<b>None</b>	30 Day Delinquent Recap Summary (GEARS) Report and Case Review
<b>Key Measure #3</b> <b>Reduced Percentage of Individuals without a WtW Plan signed within 90 days</b>	Reduce the percentage of Participants without a WtW plan signed more than 90 days of CalWORKs/RCA approval to 5%	<b>None</b>	<b>1%</b>	Recap Report of Reg. Aided Participants and Status of WtW Plan Signed (GEARS) Report and Case Review
<b>Key Measure #4</b> <b>Reduced Unassigned Pool Rate</b>	Reduce percentage of Participants in the unassigned pool more than 30 days to 1%.	<b>None</b>	<b>1%</b>	Participant W/Appt. Type Unassigned Pool (GEARS) Report and GEARS System
<b>Key Measure #5</b> <b>Increased Timeliness of Supportive Services Authorization</b>	Ensure transportation and ancillary services are authorized within 2 workdays of request.	<b>None</b>	<b>5%</b>	Case review using GEARS Report GRRTRA11-01 and GRRANEX1-1
<b>Key Measure #6</b> <b>Increased Employment at Higher than Minimum Wage</b>	Meet County's initial (entry level) wage rate	<b>None</b>	<b>3%</b>	GAIN Employment Placement Rates and Ave. Wage (DPSSMART) Report

KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
<b>Key Measure #7 Employment Rate</b>	Achieve employment rate of 33%.	None	None	Monthly report from DPSSMART and Case Review
<b>Key Measure #8 Increased “Employed on the 90<sup>th</sup> Day” Rate</b>	Increased employment retention on the 90 <sup>th</sup> Day by the rate set annually by the Department according to ORR rule.	None	None	Monthly Annual Outcome Goal Plan (AOGP)
<b>Key Measure #9 Increased Cash Assistance Terminations due to Employment</b>	Increase the termination rate as set annually by the Department according to ORR rule.	None	None	Monthly Annual Outcome Goal Plan (AOGP)
<b>Key Measure #10 Increased Cash Assistance Reductions Rate</b>	Increase the reductions rate as set annually by the Department by according to the ORR rule.	None	None	Annual Outcome Goal Plan (AOGP)

\*Note: Monitoring source(s) are subject to change according to need and at County discretion.

REFUGEE EMPLOYMENT PROGRAM (REP)  
 INITIAL CASE MANAGEMENT AND SERVICE DELIVERY  
 CASE MANAGEMENT FLOW/DECISION CHART



PERFORMANCE OUTCOME(S) SUMMARY CHART

REQUIRED SERVICES	STANDARDS	FISCAL ADJUSTMENT	MONITORING SOURCE*
<b>Performance Outcome Area 1</b>  Participation Hours Rate (PHR)	Every month, achieve a PHR of 50% for REP Caseload.	Reduction of 2% of the total payment amount for last quarter of the fiscal year.	Review of GEARS Report GRRICLT1, for those participants not in the report, PHR will be calculated manually from participation hours on GEARS' IPCA screen (REP Caseload)
<b>Performance Outcome Area 2</b>  Increased "Entered Employment" Rate	Every month, achieve the "Entered Employment" rate as set annually by the Department according to ORR rule.	Reduction of 2% of the total payment amount for last quarter of the fiscal year.	Monthly Annual Outcome Goal Plan (AOGP) report.
<b>Performance Outcome Area 3</b>  Participate in REP Within 30 Days From Date of Case Approval	Every month, achieve 100% rate.	Reduction of 2% of the total payment amount for last quarter of the fiscal year.	DPSSMART unassigned pool report and 30-day delinquent recap summary GEARS report.

\*Note: Should the Contractor's average cumulative performance for the fiscal year fall below the performance standards for **one of the three** Outcome Measures, **reduction is 2%** of the total payment amount for the last quarter of the fiscal year. Should the Contractor's average cumulative performance for the fiscal year fall below the performance standards for **two of the three** Outcome Measures, **reduction is 4%** of the total payment amount for the last quarter of the fiscal year. Should the Contractor's average cumulative performance for the fiscal year fall below the performance standards for **three out of three** Outcome Measures, **reduction is 6%** of the total payment amount for the last quarter of the fiscal year

Monitoring source(s) are subject to change according to need and at County discretion.

INTENTIONALLY OMITTED

**REFUGEE ELIGIBLE POPULATION BY COUNTRY OF ORIGIN AND SERVICE AREA**

Country	Service Area 1	Service Area 2	Service Area 3	Service Area 4	Service Area 5	REP Core Area	Total	Country Percentage
Afghanistan					2		2	0.10%
Angola			1				1	0.05%
Armenia	2	61	31		3	102	199	9.54%
Azerbaijan		1	2		3	1	7	0.34%
Bangladesh			3				3	0.14%
Belarus					1		1	0.05%
Belize								0.00%
Bermuda				2			2	0.10%
Bhutan								0.00%
Bulgaria		1					1	0.05%
Burma			2	2	3		7	0.34%
Cambodia					1		1	0.05%
Cameroon					3		3	0.14%
China	3		4	76			83	3.98%
Colombia				2			2	0.10%
Congo			1				1	0.05%
Cuba		5	27	11	10		53	2.54%
Ecuador								0.00%
Egypt	8	6	11	7	14	8	54	2.59%
El Salvador		1	1		2		4	0.19%
Eritrea			10		4	1	15	0.72%
Ethiopia			5	2	3		10	0.48%
Georgia Country		1			3	1	5	0.24%
Germany								0.00%
Ghana								0.00%
Guatemala			3		1	1	5	0.24%
Haiti								0.00%
Honduras								0.00%
Hungary					2		2	0.10%
India								0.00%
Indonesia				2			2	0.10%
Iran	129	32	3	2	37	1015	1220	58.46%
Iraq	16	12	1	17	16	184	246	11.79%
Israel								0.00%
Ivory Coast			1				1	0.05%
Jordan								0.00%

(Continued)

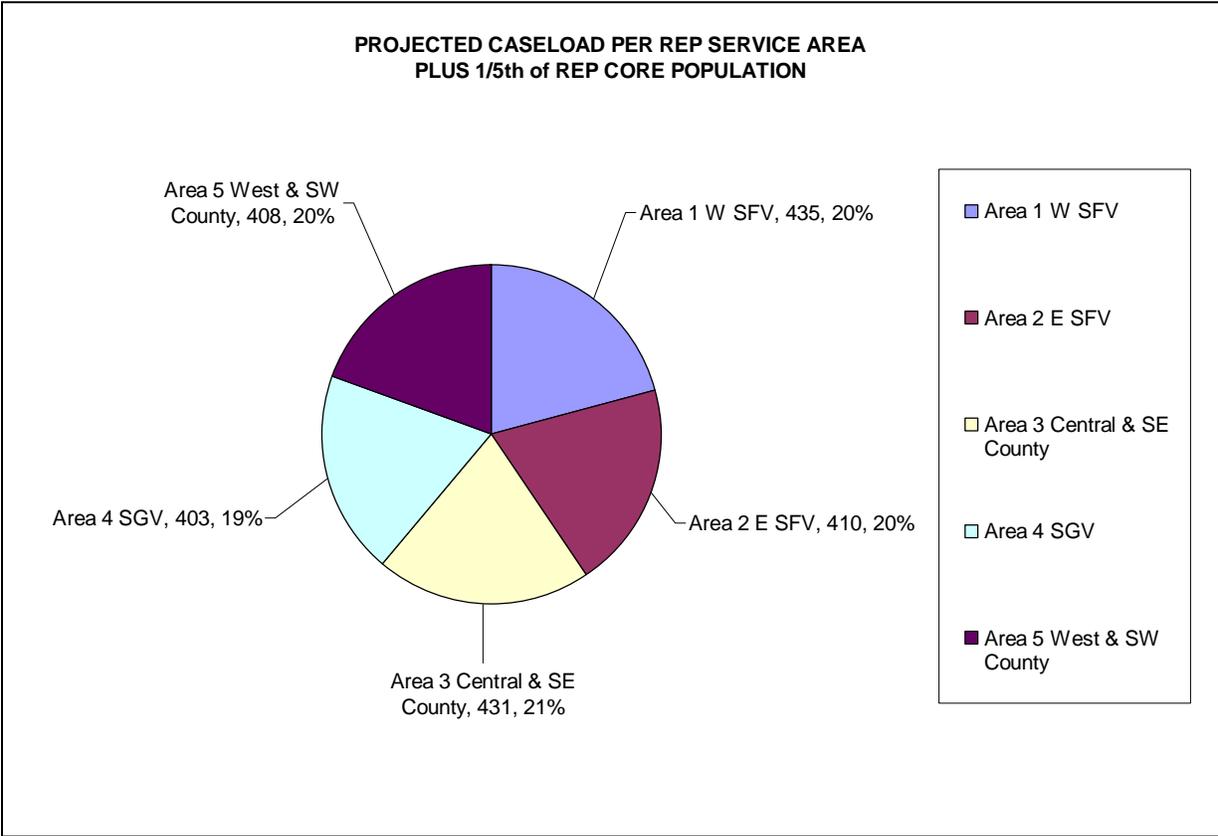
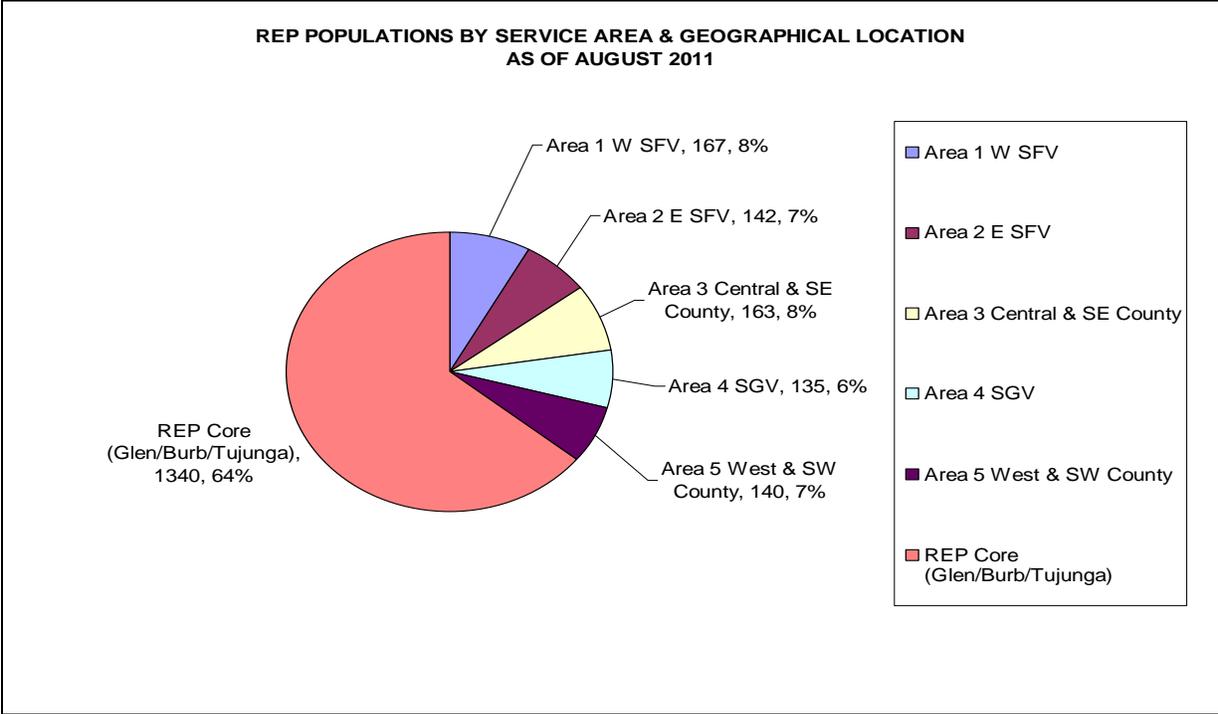
**REFUGEE ELIGIBLE POPULATION BY COUNTRY OF ORIGIN AND SERVICE AREA**

Country	Service Area 1	Service Area 2	Service Area 3	Service Area 4	Service Area 5	REP Core Area	Total	Country Percentage
Kazakhstan			3		1		4	0.19%
Kenya			1	1			2	0.10%
Kuwait	1					2	3	0.14%
Kyrgyzstan		2	1		2		5	0.24%
Laos					4		4	0.19%
Latvia								0.00%
Lebanon						1	1	0.05%
Malaysia								0.00%
Mali					1		1	0.05%
Mexico		1	4	1	1		7	0.34%
Moldova				1		2	3	0.14%
Mongolia			4				4	0.19%
Nepal			3	1			4	0.19%
Nigeria					2		2	0.10%
North Korea								0.00%
Pakistan			6		4		10	0.48%
Panama								0.00%
Peru	1						1	0.05%
Philippines		1	1		1		3	0.14%
Romania						1	1	0.05%
Russia	3	11	21		8	13	58	2.78%
Rwanda								0.00%
SriLanka						3	3	0.14%
Somalia					2		2	0.10%
South Korea								0.00%
Sudan			2				2	0.10%
Syria		1	2	1		2	6	0.29%
Tajikistan	1	2	1				4	0.19%
Thailand			3				3	0.14%
Turkmenistan			1				1	0.05%
Uganda	2	1		1			4	0.19%
Ukraine	1	1			2	2	6	0.29%
Uzbekistan			3		4	1	8	0.38%
Venezuela		1	1				2	0.10%
Vietnam				5			5	0.24%
Yemen								0.00%
Yugoslavia		1					1	0.05%
Zimbabwe				1			1	0.05%
<b>TOTAL</b>	167	142	163	135	140	1340	2,087	

\*\*\*\* Based on data for 201108 from the Pivot Table

REP Service Area Map





### DESCRIPTION OF REP SERVICE AREAS

#### REP Service Area 1

The service area covers the West San Francisco Valley from the city of Redwood to the Ventura County border and extends from Malibu to as far north as the city of Sherman near Kern County. This service area includes the city of Santa Clarita. Service area 1 is comprised of cities with the following zip codes:

Zip Code	City	Cases(1)	Zip Code	City	Cases
91301	Agoura Hills		91308	Sanjour	
91302	Carlsbad		91309	Santa Clarita	1
91303	Carroll Park	4	91310	Van Nuys	
91304	Carroll Park	8	91311	Santa Clarita	4
91305	Carroll Park		91312	Tarzana	20
91306	Vineland	8	91313	Tarzana	
91307	West Hill	4	91314	Thousand Oaks	
91308	West Hill		91315	Woodland Hills	2
91309	Carroll Park		91317	Woodland Hills	11
91310	Castaño		91318	Chicopee	
91311	Chatsworth	8	91319	Agoura Hills	
91312	Chatsworth		91320	Santa Clarita	
91313	Chatsworth		91321	Stevenson Ranch	
91314	Evans	20	91322	Santa Clarita	
91315	Santa Clarita	1	91323	Santa Clarita	
91316	East Hill		91324	Castaño	
91317	Northridge	1	91325	Van Nuys	
91318	Northridge	13	91326	Carroll Center	
91319	Northridge	1	91327	Carroll Center	
91320	Northridge		91328	Santa Clarita	
91321	Northridge		91329	Van Nuys	
91322	Northridge		91330	Vineland	
91323	Northridge		91331	Woodland Hills	
91324	Redwood	20	91332	Stevenson Ranch	
91325	Redwood		91333	Stevenson Ranch	
91326	Granada Hills	18	91334	Elizabeth Lake	
				Total	147

(1) Reflects caseflow numbers based on actual received data collected at a specific point-in-time. These numbers are provided by business zip codes containing cases. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

## DESCRIPTION OF REP SERVICE AREAS

### REP Service Area 2

The service area covers the East San Fernando Valley. The service area extends from Van Nuys on the west and Western Suburban to the east. The service area includes the cities of Lancaster and Palmdale. Service area 2 is composed of cities with the following zip codes:

Zip Code	City	Count	Zip Code	City	Count
91400	Burbank	19	91407	Van Nuys	
91401	Burbank		91408	Van Nuys	
91402	Burbank		91409	W. Hollywood	1
91403	Palmdale		91410	W. Hollywood	
91404	Palmdale		91411	W. Hollywood	
91405	San Fernando		91412	Studio City	1
91406	San Fernando		91413	W. Hollywood	1
91407	Studio		91414	W. Hollywood	
91408	North Hills	1	91415	W. Hollywood	
91409	North Hills		91416	Van Nuys	1
91410	North Hills		91417	Universal City	
91411	North Hills		91418	W. Hollywood	
91412	Van Nuys	11	91419	Thousand Oaks	
91413	Van Nuys		91420	W. Hollywood	
91414	Van Nuys		91421	W. Hollywood	
91415	Studio		91422	Studio City	
91416	North Hills		91423	W. Hollywood	
91417	North Hills		91424	W. Hollywood	
91418	North Hills		91425	Van Nuys	
91419	Van Nuys	18	91426	W. Hollywood	
91420	Palmdale City	5	91427	W. Hollywood	
91421	Palmdale City	4	91428	Acton	
91422	Van Nuys		91429	Lancaster	
91423	Van Nuys	12	91430	W. Hollywood	
91424	Van Nuys	12	91431	Palmdale	
91425	Van Nuys		91432	Palmdale	
91426	Van Nuys		91433	Van Nuys	
91427	Van Nuys		91434	Palmdale	
91428	Van Nuys		91435	Palmdale	
91429	Van Nuys	1	91436	Palmdale	
91430	Palmdale City		91437	Palmdale	
91431	Palmdale City		91438	Palmdale	
91432	Palmdale City		91439	Palmdale	
91433	Palmdale City		91440	Palmdale	
91434	Palmdale City		91441	Palmdale	
91435	Palmdale City		91442	Palmdale	
91436	Palmdale City		91443	Palmdale	
91437	Palmdale City		91444	Palmdale	
91438	Palmdale City		91445	Palmdale	
91439	Palmdale City		91446	Palmdale	
91440	Palmdale City		91447	Palmdale	
91441	Palmdale City		91448	Palmdale	
91442	Palmdale City		91449	Palmdale	
91443	Palmdale City		91450	Palmdale	
91444	Palmdale City		91451	Palmdale	
91445	Palmdale City		91452	Palmdale	
91446	Palmdale City		91453	Palmdale	
91447	Palmdale City		91454	Palmdale	
91448	Palmdale City		91455	Palmdale	
91449	Palmdale City		91456	Palmdale	
91450	Palmdale City		91457	Palmdale	
91451	Palmdale City		91458	Palmdale	
91452	Palmdale City		91459	Palmdale	
91453	Palmdale City		91460	Palmdale	
91454	Palmdale City		91461	Palmdale	
91455	Palmdale City		91462	Palmdale	
91456	Palmdale City		91463	Palmdale	
91457	Palmdale City		91464	Palmdale	
91458	Palmdale City		91465	Palmdale	
91459	Palmdale City		91466	Palmdale	
91460	Palmdale City		91467	Palmdale	
91461	Palmdale City		91468	Palmdale	
91462	Palmdale City		91469	Palmdale	
91463	Palmdale City		91470	Palmdale	
91464	Palmdale City		91471	Palmdale	
91465	Palmdale City		91472	Palmdale	
91466	Palmdale City		91473	Palmdale	
91467	Palmdale City		91474	Palmdale	
91468	Palmdale City		91475	Palmdale	
91469	Palmdale City		91476	Palmdale	
91470	Palmdale City		91477	Palmdale	
91471	Palmdale City		91478	Palmdale	
91472	Palmdale City		91479	Palmdale	
91473	Palmdale City		91480	Palmdale	
91474	Palmdale City		91481	Palmdale	
91475	Palmdale City		91482	Palmdale	
91476	Palmdale City		91483	Palmdale	
91477	Palmdale City		91484	Palmdale	
91478	Palmdale City		91485	Palmdale	
91479	Palmdale City		91486	Palmdale	
91480	Palmdale City		91487	Palmdale	
91481	Palmdale City		91488	Palmdale	
91482	Palmdale City		91489	Palmdale	
91483	Palmdale City		91490	Palmdale	
91484	Palmdale City		91491	Palmdale	
91485	Palmdale City		91492	Palmdale	
91486	Palmdale City		91493	Palmdale	
91487	Palmdale City		91494	Palmdale	
91488	Palmdale City		91495	Palmdale	
91489	Palmdale City		91496	Palmdale	
91490	Palmdale City		91497	Palmdale	
91491	Palmdale City		91498	Palmdale	
91492	Palmdale City		91499	Palmdale	
91493	Palmdale City		91500	Palmdale	
91494	Palmdale City		91501	Palmdale	
91495	Palmdale City		91502	Palmdale	
91496	Palmdale City		91503	Palmdale	
91497	Palmdale City		91504	Palmdale	
91498	Palmdale City		91505	Palmdale	
91499	Palmdale City		91506	Palmdale	
91500	Palmdale City		91507	Palmdale	
91501	Palmdale City		91508	Palmdale	
91502	Palmdale City		91509	Palmdale	
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91507	Palmdale City		91514	Palmdale	
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91540	Palmdale City		91547	Palmdale	
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91542	Palmdale City		91549	Palmdale	
91543	Palmdale City		91550	Palmdale	
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91545	Palmdale City		91552	Palmdale	
91546	Palmdale City		91553	Palmdale	
91547	Palmdale City		91554	Palmdale	
91548	Palmdale City		91555	Palmdale	
91549	Palmdale City		91556	Palmdale	
91550	Palmdale City		91557	Palmdale	
91551	Palmdale City		91558	Palmdale	
91552	Palmdale City		91559	Palmdale	
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91554	Palmdale City		91561	Palmdale	
91555	Palmdale City		91562	Palmdale	
91556	Palmdale City		91563	Palmdale	
91557	Palmdale City		91564	Palmdale	
91558	Palmdale City		91565	Palmdale	
91559	Palmdale City		91566	Palmdale	
91560	Palmdale City		91567	Palmdale	
91561	Palmdale City		91568	Palmdale	
91562	Palmdale City		91569	Palmdale	
91563	Palmdale City		91570	Palmdale	
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91565	Palmdale City		91572	Palmdale	
91566	Palmdale City		91573	Palmdale	
91567	Palmdale City		91574	Palmdale	
91568	Palmdale City		91575	Palmdale	
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91570	Palmdale City		91577	Palmdale	
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91598	Palmdale City		91605	Palmdale	
91599	Palmdale City		91606	Palmdale	
91600	Palmdale City		91607	Palmdale	
91601	Palmdale City		91608	Palmdale	
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91639	Palmdale City		91646	Palmdale	
91640	Palmdale City		91647	Palmdale	
916					

**DESCRIPTION OF REP SERVICE AREAS**

**REP Service Area 2**

REP Service Area 2 is comprised of the central portion of the Los Angeles County, and portions of South and East in Pasadena. Service area 2 includes cities with the zip codes listed below:

Zip Code	City	Cases(1)	Zip Code	City	Cases
90001	Hancock Park	1	90004	Los Angeles	
90002	Alhambra	1	90005	Los Angeles	
90003	Pico Heights	1	90007	Van Nuys	1
90004	South Central		90008	Van Nuys	
90005	Alhambra Blvd		90009	Los Angeles	
90007	South Central		90010	Los Angeles	
90010	Van Nuys		90011	Los Angeles (Express)	1
90012	Van Nuys		90012	Van Nuys	1
90013	Glendale	1	90013	Glendale	
90014	Los Angeles	1	90014	Glendale	
90015	Glendale		90015	Glendale	
90016	Van Nuys	1	90016	Los Angeles	
90017	Glendale	1	90017	Los Angeles	
90018	Alhambra Park	1	90018	Los Angeles	
90019	Mid City L.A.	1	90019	Van Nuys	1
90020	Hancock Park	1	90020	Van Nuys	
90021	Glendale	1	90021	Van Nuys	
90022	East Los Angeles	1	90022	Van Nuys	
90023	East Los Angeles	1	90023	Van Nuys	1
90024	East Los Angeles	1	90024	Van Nuys	
90025	East Los Angeles	1	90025	Van Nuys	1
90026	East Los Angeles	1	90026	Van Nuys	1
90027	East Los Angeles	1	90027	Van Nuys	1
90028	East Los Angeles	1	90028	Van Nuys	1
90029	East Los Angeles	1	90029	Van Nuys	1
90030	East Los Angeles	1	90030	Van Nuys	1
90031	East Los Angeles	1	90031	Van Nuys	1
90032	East Los Angeles	1	90032	Van Nuys	1
90033	East Los Angeles	1	90033	Van Nuys	1
90034	East Los Angeles	1	90034	Van Nuys	1
90035	East Los Angeles	1	90035	Van Nuys	1
90036	East Los Angeles	1	90036	Van Nuys	1
90037	East Los Angeles	1	90037	Van Nuys	1
90038	East Los Angeles	1	90038	Van Nuys	1
90039	East Los Angeles	1	90039	Van Nuys	1
90040	East Los Angeles	1	90040	Van Nuys	1
90041	East Los Angeles	1	90041	Van Nuys	1
90042	East Los Angeles	1	90042	Van Nuys	1
90043	East Los Angeles	1	90043	Van Nuys	1
90044	East Los Angeles	1	90044	Van Nuys	1
90045	East Los Angeles	1	90045	Van Nuys	1
90046	East Los Angeles	1	90046	Van Nuys	1
90047	East Los Angeles	1	90047	Van Nuys	1
90048	East Los Angeles	1	90048	Van Nuys	1
90049	East Los Angeles	1	90049	Van Nuys	1
90050	East Los Angeles	1	90050	Van Nuys	1
90051	East Los Angeles	1	90051	Van Nuys	1
90052	East Los Angeles	1	90052	Van Nuys	1
90053	East Los Angeles	1	90053	Van Nuys	1
90054	East Los Angeles	1	90054	Van Nuys	1
90055	East Los Angeles	1	90055	Van Nuys	1
90056	East Los Angeles	1	90056	Van Nuys	1
90057	East Los Angeles	1	90057	Van Nuys	1
90058	East Los Angeles	1	90058	Van Nuys	1
90059	East Los Angeles	1	90059	Van Nuys	1
90060	East Los Angeles	1	90060	Van Nuys	1
90061	East Los Angeles	1	90061	Van Nuys	1
90062	East Los Angeles	1	90062	Van Nuys	1
90063	East Los Angeles	1	90063	Van Nuys	1
90064	East Los Angeles	1	90064	Van Nuys	1
90065	East Los Angeles	1	90065	Van Nuys	1
90066	East Los Angeles	1	90066	Van Nuys	1
90067	East Los Angeles	1	90067	Van Nuys	1
90068	East Los Angeles	1	90068	Van Nuys	1
90069	East Los Angeles	1	90069	Van Nuys	1
90070	East Los Angeles	1	90070	Van Nuys	1
90071	East Los Angeles	1	90071	Van Nuys	1
90072	East Los Angeles	1	90072	Van Nuys	1
90073	East Los Angeles	1	90073	Van Nuys	1
90074	East Los Angeles	1	90074	Van Nuys	1
90075	East Los Angeles	1	90075	Van Nuys	1
90076	East Los Angeles	1	90076	Van Nuys	1
90077	East Los Angeles	1	90077	Van Nuys	1
90078	East Los Angeles	1	90078	Van Nuys	1
90079	East Los Angeles	1	90079	Van Nuys	1
90080	East Los Angeles	1	90080	Van Nuys	1
90081	East Los Angeles	1	90081	Van Nuys	1
90082	East Los Angeles	1	90082	Van Nuys	1
90083	East Los Angeles	1	90083	Van Nuys	1
90084	East Los Angeles	1	90084	Van Nuys	1
90085	East Los Angeles	1	90085	Van Nuys	1
90086	East Los Angeles	1	90086	Van Nuys	1
90087	East Los Angeles	1	90087	Van Nuys	1
90088	East Los Angeles	1	90088	Van Nuys	1
90089	East Los Angeles	1	90089	Van Nuys	1
90090	East Los Angeles	1	90090	Van Nuys	1
90091	East Los Angeles	1	90091	Van Nuys	1
90092	East Los Angeles	1	90092	Van Nuys	1
90093	East Los Angeles	1	90093	Van Nuys	1
90094	East Los Angeles	1	90094	Van Nuys	1
90095	East Los Angeles	1	90095	Van Nuys	1
90096	East Los Angeles	1	90096	Van Nuys	1
90097	East Los Angeles	1	90097	Van Nuys	1
90098	East Los Angeles	1	90098	Van Nuys	1
90099	East Los Angeles	1	90099	Van Nuys	1
90100	East Los Angeles	1	90100	Van Nuys	1

(Continued)



**DESCRIPTION OF REP SERVICE AREAS**

**REP Service Area 3**

The service area is one of the largest geographical areas covering the eastern portion of the County stretching from East Los Angeles and is inclusive of Claremont and Pomona. Service area 3 is comprised of cities with the zip codes listed below:

Zip Code	City	Cases/100	Zip Code	City	Cases
91002	Montebello		91101	Pasadena	
91003	Montebello		91102	Pasadena	
91004	Montebello		91103	Pasadena	
91005	Montebello		91104	Pasadena	
91006	Montebello		91105	Pasadena	
91007	Montebello		91106	Pasadena	
91008	Montebello		91107	Pasadena	
91009	Montebello		91108	Pasadena	
91010	Montebello		91109	Pasadena	
91011	Montebello		91110	Pasadena	
91012	Montebello		91111	Pasadena	
91013	Montebello		91112	Pasadena	
91014	Montebello		91113	Pasadena	
91015	Montebello		91114	Pasadena	
91016	Montebello		91115	Pasadena	
91017	Montebello		91116	Pasadena	
91018	Montebello		91117	Pasadena	
91019	Montebello		91118	Pasadena	
91020	Montebello		91119	Pasadena	
91021	Montebello		91120	Pasadena	
91022	Montebello		91121	Pasadena	
91023	Montebello		91122	Pasadena	
91024	Montebello		91123	Pasadena	
91025	Montebello		91124	Pasadena	
91026	Montebello		91125	Pasadena	
91027	Montebello		91126	Pasadena	
91028	Montebello		91127	Pasadena	
91029	Montebello		91128	Pasadena	
91030	Montebello		91129	Pasadena	
91031	Montebello		91130	Pasadena	
91032	Montebello		91131	Pasadena	
91033	Montebello		91132	Pasadena	
91034	Montebello		91133	Pasadena	
91035	Montebello		91134	Pasadena	
91036	Montebello		91135	Pasadena	
91037	Montebello		91136	Pasadena	
91038	Montebello		91137	Pasadena	
91039	Montebello		91138	Pasadena	
91040	Montebello		91139	Pasadena	
91041	Montebello		91140	Pasadena	
91042	Montebello		91141	Pasadena	
91043	Montebello		91142	Pasadena	
91044	Montebello		91143	Pasadena	
91045	Montebello		91144	Pasadena	
91046	Montebello		91145	Pasadena	
91047	Montebello		91146	Pasadena	
91048	Montebello		91147	Pasadena	
91049	Montebello		91148	Pasadena	
91050	Montebello		91149	Pasadena	
91051	Montebello		91150	Pasadena	
91052	Montebello		91151	Pasadena	
91053	Montebello		91152	Pasadena	
91054	Montebello		91153	Pasadena	
91055	Montebello		91154	Pasadena	
91056	Montebello		91155	Pasadena	
91057	Montebello		91156	Pasadena	
91058	Montebello		91157	Pasadena	
91059	Montebello		91158	Pasadena	
91060	Montebello		91159	Pasadena	
91061	Montebello		91160	Pasadena	
91062	Montebello		91161	Pasadena	
91063	Montebello		91162	Pasadena	
91064	Montebello		91163	Pasadena	
91065	Montebello		91164	Pasadena	
91066	Montebello		91165	Pasadena	
91067	Montebello		91166	Pasadena	
91068	Montebello		91167	Pasadena	
91069	Montebello		91168	Pasadena	
91070	Montebello		91169	Pasadena	
91071	Montebello		91170	Pasadena	
91072	Montebello		91171	Pasadena	
91073	Montebello		91172	Pasadena	
91074	Montebello		91173	Pasadena	
91075	Montebello		91174	Pasadena	
91076	Montebello		91175	Pasadena	
91077	Montebello		91176	Pasadena	
91078	Montebello		91177	Pasadena	
91079	Montebello		91178	Pasadena	
91080	Montebello		91179	Pasadena	
91081	Montebello		91180	Pasadena	
91082	Montebello		91181	Pasadena	
91083	Montebello		91182	Pasadena	
91084	Montebello		91183	Pasadena	
91085	Montebello		91184	Pasadena	
91086	Montebello		91185	Pasadena	
91087	Montebello		91186	Pasadena	
91088	Montebello		91187	Pasadena	
91089	Montebello		91188	Pasadena	
91090	Montebello		91189	Pasadena	
91091	Montebello		91190	Pasadena	
91092	Montebello		91191	Pasadena	
91093	Montebello		91192	Pasadena	
91094	Montebello		91193	Pasadena	
91095	Montebello		91194	Pasadena	
91096	Montebello		91195	Pasadena	
91097	Montebello		91196	Pasadena	
91098	Montebello		91197	Pasadena	
91099	Montebello		91198	Pasadena	
91100	Montebello		91199	Pasadena	

(Continued)

REP Service Area 8 (Continued)

Zip Code	City	Cases(1)	Zip Code	City	Cases
31106	Atlanta	1	31102	Atlanta	
31107	Atlanta		31103	Atlanta	1
31108	Atlanta		31104	Atlanta	
31109	Atlanta		31105	Atlanta	
31120	Atlanta		31124	Law	
31101	Atlanta	8	Total	Total	118

(1) Reflects reported numbers based on actual reported data collected at a specific point-in-time. These numbers are provided to illustrate city codes containing cases. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CARRY-OVER PRODUCTION BY ZIP CODE.



**NY - Income Area 8 (Continued)**

Case No.	Case Name	Case City	Case Count	Case Date	Case City	Case Count
1000000001	...	...	...	...	...	...
1000000002	...	...	...	...	...	...
1000000003	...	...	...	...	...	...
1000000004	...	...	...	...	...	...
1000000005	...	...	...	...	...	...
1000000006	...	...	...	...	...	...
1000000007	...	...	...	...	...	...
1000000008	...	...	...	...	...	...
1000000009	...	...	...	...	...	...
1000000010	...	...	...	...	...	...
1000000011	...	...	...	...	...	...
1000000012	...	...	...	...	...	...
1000000013	...	...	...	...	...	...
1000000014	...	...	...	...	...	...
1000000015	...	...	...	...	...	...
1000000016	...	...	...	...	...	...
1000000017	...	...	...	...	...	...
1000000018	...	...	...	...	...	...
1000000019	...	...	...	...	...	...
1000000020	...	...	...	...	...	...
1000000021	...	...	...	...	...	...
1000000022	...	...	...	...	...	...
1000000023	...	...	...	...	...	...
1000000024	...	...	...	...	...	...
1000000025	...	...	...	...	...	...
1000000026	...	...	...	...	...	...
1000000027	...	...	...	...	...	...
1000000028	...	...	...	...	...	...
1000000029	...	...	...	...	...	...
1000000030	...	...	...	...	...	...
1000000031	...	...	...	...	...	...
1000000032	...	...	...	...	...	...
1000000033	...	...	...	...	...	...
1000000034	...	...	...	...	...	...
1000000035	...	...	...	...	...	...
1000000036	...	...	...	...	...	...
1000000037	...	...	...	...	...	...
1000000038	...	...	...	...	...	...
1000000039	...	...	...	...	...	...
1000000040	...	...	...	...	...	...
1000000041	...	...	...	...	...	...
1000000042	...	...	...	...	...	...
1000000043	...	...	...	...	...	...
1000000044	...	...	...	...	...	...
1000000045	...	...	...	...	...	...
1000000046	...	...	...	...	...	...
1000000047	...	...	...	...	...	...
1000000048	...	...	...	...	...	...
1000000049	...	...	...	...	...	...
1000000050	...	...	...	...	...	...
1000000051	...	...	...	...	...	...
1000000052	...	...	...	...	...	...
1000000053	...	...	...	...	...	...
1000000054	...	...	...	...	...	...
1000000055	...	...	...	...	...	...
1000000056	...	...	...	...	...	...
1000000057	...	...	...	...	...	...
1000000058	...	...	...	...	...	...
1000000059	...	...	...	...	...	...
1000000060	...	...	...	...	...	...
1000000061	...	...	...	...	...	...
1000000062	...	...	...	...	...	...
1000000063	...	...	...	...	...	...
1000000064	...	...	...	...	...	...
1000000065	...	...	...	...	...	...
1000000066	...	...	...	...	...	...
1000000067	...	...	...	...	...	...
1000000068	...	...	...	...	...	...
1000000069	...	...	...	...	...	...
1000000070	...	...	...	...	...	...
1000000071	...	...	...	...	...	...
1000000072	...	...	...	...	...	...
1000000073	...	...	...	...	...	...
1000000074	...	...	...	...	...	...
1000000075	...	...	...	...	...	...
1000000076	...	...	...	...	...	...
1000000077	...	...	...	...	...	...
1000000078	...	...	...	...	...	...
1000000079	...	...	...	...	...	...
1000000080	...	...	...	...	...	...
1000000081	...	...	...	...	...	...
1000000082	...	...	...	...	...	...
1000000083	...	...	...	...	...	...
1000000084	...	...	...	...	...	...
1000000085	...	...	...	...	...	...
1000000086	...	...	...	...	...	...
1000000087	...	...	...	...	...	...
1000000088	...	...	...	...	...	...
1000000089	...	...	...	...	...	...
1000000090	...	...	...	...	...	...
1000000091	...	...	...	...	...	...
1000000092	...	...	...	...	...	...
1000000093	...	...	...	...	...	...
1000000094	...	...	...	...	...	...
1000000095	...	...	...	...	...	...
1000000096	...	...	...	...	...	...
1000000097	...	...	...	...	...	...
1000000098	...	...	...	...	...	...
1000000099	...	...	...	...	...	...
1000000100	...	...	...	...	...	...

(Continued)

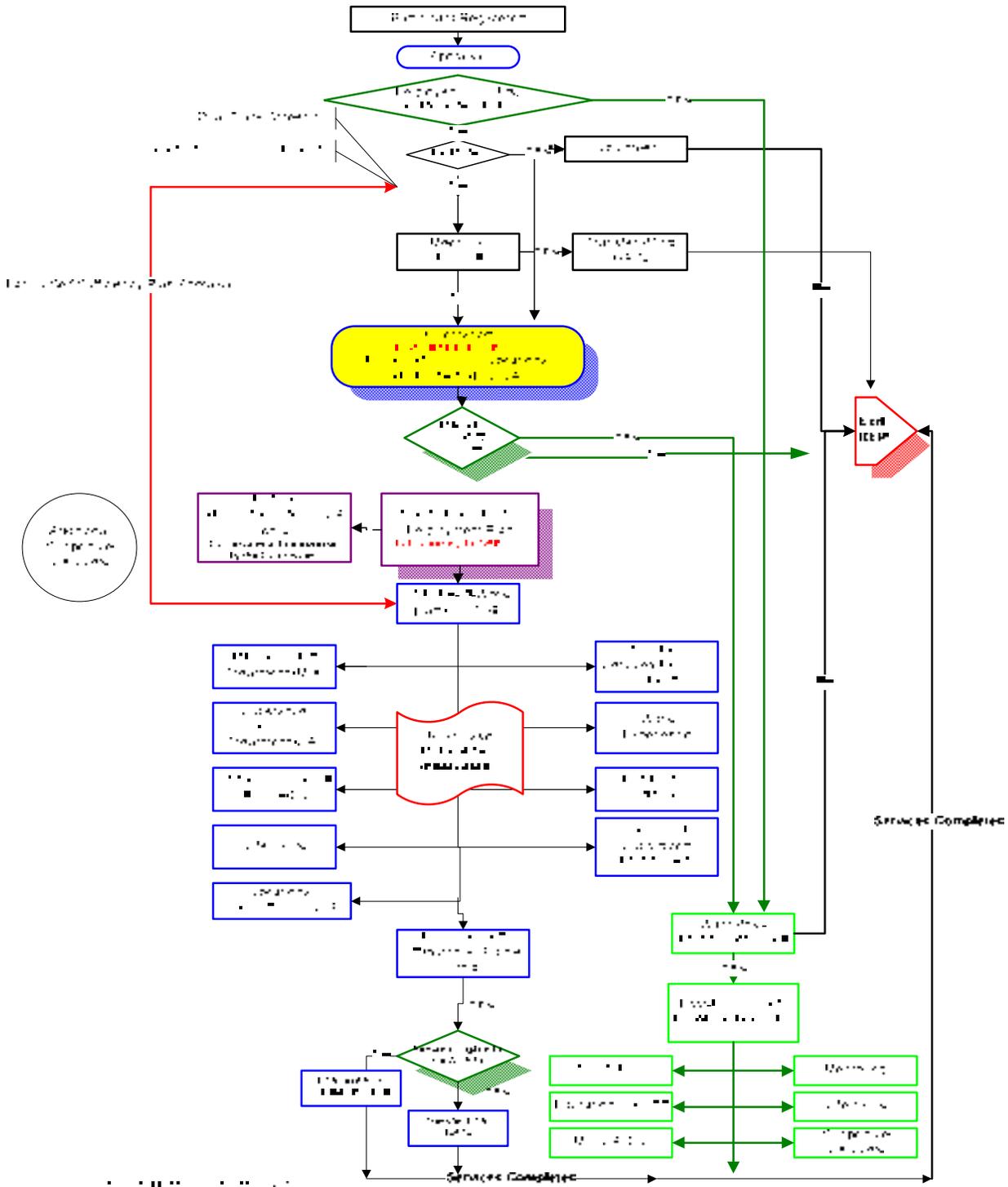
**ZIP Service Area & Count**

Zip Code	City	Count(1)	Zip Code	City	Count
02451	Long Beach	1	02451	Long Beach	
02452	Long Beach		02452	Long Beach	
02453	Long Beach		02453	Long Beach	
02454	Long Beach		02454	Long Beach	
02455	Long Beach		02455	Long Beach	
02456	Long Beach		02456	Long Beach	
02457	Long Beach		02457	Long Beach	
02458	Long Beach		02458	Long Beach	
02459	Long Beach		02459	Long Beach	
02460	Long Beach		02460	Long Beach	
02461	Long Beach		02461	Long Beach	
02462	Long Beach		02462	Long Beach	
02463	Long Beach		02463	Long Beach	
02464	Long Beach		02464	Long Beach	
02465	Long Beach		02465	Long Beach	
02466	Long Beach		02466	Long Beach	
02467	Long Beach		02467	Long Beach	
02468	Long Beach		02468	Long Beach	
02469	Long Beach		02469	Long Beach	
02470	Long Beach		02470	Long Beach	
02471	Long Beach		02471	Long Beach	
02472	Long Beach		02472	Long Beach	
02473	Long Beach		02473	Long Beach	
02474	Long Beach		02474	Long Beach	
02475	Long Beach		02475	Long Beach	
02476	Long Beach		02476	Long Beach	
02477	Long Beach		02477	Long Beach	
02478	Long Beach		02478	Long Beach	
02479	Long Beach		02479	Long Beach	
02480	Long Beach		02480	Long Beach	
02481	Long Beach		02481	Long Beach	
02482	Long Beach		02482	Long Beach	
02483	Long Beach		02483	Long Beach	
02484	Long Beach		02484	Long Beach	
02485	Long Beach		02485	Long Beach	
02486	Long Beach		02486	Long Beach	
02487	Long Beach		02487	Long Beach	
02488	Long Beach		02488	Long Beach	
02489	Long Beach		02489	Long Beach	
02490	Long Beach		02490	Long Beach	
02491	Long Beach		02491	Long Beach	
02492	Long Beach		02492	Long Beach	
02493	Long Beach		02493	Long Beach	
02494	Long Beach		02494	Long Beach	
02495	Long Beach		02495	Long Beach	
02496	Long Beach		02496	Long Beach	
02497	Long Beach		02497	Long Beach	
02498	Long Beach		02498	Long Beach	
02499	Long Beach		02499	Long Beach	
02500	Long Beach		02500	Long Beach	
			<b>Total</b>		<b>140</b>

(1) Reflects census numbers based on actual census data collected at a specific point in time. These numbers are provided to illustrate zip codes containing cases. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASeload PROJECTION BY ZIP CODE.



Flowchart: Employment Program 2013 - Initial Assessment





**CONTRACTOR'S BUDGET**

**REP CASE MANAGEMENT SERVICES  
BUDGET SHEET FOR REP SERVICE AREA # \_\_\_\_\_**

**DIRECT COST**

<u>Payroll</u>	<u>FTE*</u>	Monthly Salary	Total Annual
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Others (Please continue to list)		\$ _____	\$ _____
<b>Total Annual Salaries and Wages</b> .....			<b>\$ _____</b>

\* FTE=Full Time Equivalent Positions

.....		Mo. Cost Per Employee	
Employee Benefits		Annual Cost All Employees	
Medical Insurance		\$ _____	
Dental Insurance		\$ _____	
Life Insurance		\$ _____	
Other (list)		\$ _____	
<b>Total Annual Benefits</b> .....			<b>\$ _____</b>

.....		Mo. Cost Per Employee	
Payroll Taxes		Annual Cost All Employees	
FICA		\$ _____	
SUI		\$ _____	
Worker's Comp. _____ \$ _____		\$ _____	
Other (list)		\$ _____	
<b>Total Annual Payroll Taxes</b> .....			<b>\$ _____</b>

.....			
Insurance (List Type/Coverage) See Contract, Sections 8.36, 8.37, Insurance)		\$ _____	
.....		\$ _____	
.....		\$ _____	
<b>Total Annual Insurance Costs</b> .....			<b>\$ _____</b>

.....			
Miscellaneous Direct Costs			
Supplies.....		\$ _____	
Services (list).....		\$ _____	
Other (list)**.....		\$ _____	
<b>Total Annual Miscellaneous Direct Costs</b> .....			<b>\$ _____</b>

\*\* Office Equipment, Computer Hardware, Computer Software, and Equipment Maintenance costs are **not** to be included in this category.

**TOTAL ANNUAL DIRECT COST \$ \_\_\_\_\_**

.....			
<b><u>INDIRECT COST</u></b>			
General Accounting/Bookkeeping.....		\$ _____	
Management Overhead (Please specify).....		\$ _____	
Other (Please specify).....		\$ _____	
<b>TOTAL ANNUAL INDIRECT COST</b>			<b>\$ _____</b>

<b>TOTAL ANNUAL DIRECT AND INDIRECT COST</b> .....			<b>\$ _____</b>
<b>PROFIT (Please enter the percentage: _____%)</b> .....			<b>\$ _____</b>
<b>TOTAL ANNUAL COST</b> .....			<b>\$ _____</b>

**REP CASE MANAGEMENT SERVICES  
BUDGET SHEET FOR REP SERVICE AREA # \_\_\_\_\_**

**TOTAL ANNUAL COST** ..... \$ \_\_\_\_\_

	PERCENTAGE
Employment Services (ES)	\$ _____ %
English Language Training (ELT)	\$ _____ %
On-the-Job Training (OJT)	\$ _____ %
Skills Training	\$ _____ %
Case Management	\$ _____ %
Other (Please list)	\$ _____ %

.....

**Employment Services (ES)**

- Employment services, including the development of a family self-sufficiency plan and an individual employability plan, world-of-work and job orientation, job clubs, job workshops, job development, referral to job opportunities, job search, and job placement and follow-up.
- Vocational and employability assessment services, including aptitude and skills testing.
- Translation and interpreter services, when necessary in connection with employment or participation in an employability service.
- Child care for children, when necessary for participation in an employability service or for the acceptance or retention of employment.
- Transportation, when necessary for participation in an employability service or for the acceptance or retention of employment.
- Regular and Flex Job Services

**English Language Training (ELT)**

- English language instruction, with an emphasis on English as it relates to obtaining and retaining a job.
- Vocational English-as-a-Second Language (VESL)
- Limited English Proficiency (LEP)

**On-the-Job Training (OJT)**

On-the job training, when such training is provided at the employment site and is expected to result in full-time, permanent, unsubsidized employment with the employer who is providing the training.

- Work Experience (WEX)
- Transitional Subsidized Employment

**Skills Training**

Skills recertification, when such training meets the criteria for appropriate training in Sec. 400.81(b) of this part.

- Self-Initiated Program
- Vocational/Educational Training
- Remediation
- Professional Development

**Case Management**

...as defined in case management services means the determination of which service(s) to refer a refugee to, referral to such service(s), and tracking of the refugee's participation in such services(s).] of this part, for

refugees who are considered employable under and for recipients of CalWORKs and GR who are considered employable, provided that such services are directed toward a refugee's attainment of employment as soon as possible after arrival in the United States.

- Appraisal
- Family Appraisal
- Coordinate and authorize supportive services
- Post-Employment Career Assessment
- Employment Retention Services
- Home Visit
- Sanction Action Plan

**Other**

- Information and referral services
- Orientation
- Learning Disabilities Diagnosis Screening/Evaluation (LD)
- Post-Employment Services (PES)
- Post-Time Limited Services (PTL)
- Life Skills Workshops
- Clinical Assessment
- Refugee Family Support Services
- Evaluation of Records
- Mentoring (Family)
- Compliance
- Outreach services, including activities designed to familiarize refugees with available services, to explain the purpose of these services, and facilitate access to these services.
- Social adjustment services, including: (Specialized Supportive Services)
  - (1) Emergency services, as follows: Assessment and short-term counseling to persons or families in a perceived crisis; referral to appropriate resources; and the making of arrangements for necessary services.
  - (2) Health-related services, as follows: Information; referral to appropriate resources; assistance in scheduling appointments and obtaining services; and counseling to individuals or families to help them understand and identify their physical and mental health needs and maintain or improve their physical and mental health.
  - (3) Home management services (Life Skills Workshops), as follows: Formal or informal instruction to individuals or families in management of household budgets, home maintenance, nutrition, housing standards, tenants' rights, and other consumer education services.
- Child care for children, when necessary for participation in a service other than an employability service.
- Transportation, when necessary for participation in a service other than an employability service.
- Translation and interpreter services, when necessary for a purpose other than in connection with employment or participation in an employability service.
- Any additional service, upon County/State submission of a request to ORR and approval of the request by the Director of ORR, aimed at strengthening and supporting the ability of a refugee individual, family, or refugee community to achieve and maintain economic self-sufficiency, family stability, or community integration which has been demonstrated as effective and is not available from any other funding source.
- Citizenship and naturalization preparation services, including English language training and civics instruction to prepare refugees for citizenship, application assistance for adjustment to legal permanent resident status and citizenship status, assistance to disabled refugees in obtaining disability waivers from English and civics requirements for naturalization, and the provision of interpreter services for the citizenship interview.
- Assistance in obtaining Employment Authorization Documents (EADs)

**REP CASE MANAGEMENT SERVICES  
REQUIRED LINE ITEM BUDGET NARRATIVE  
FOR REP SERVICE AREA # \_\_\_\_\_**

Proposers are required to complete a budget narrative for each separate line item in their Annual Budget Sheet for each REP service area bid on. All figures and compilations must be clearly explained.

**REP CASE MANAGEMENT SERVICES  
MONTHLY EMPLOYEE BENEFITS**

**Medical Insurance/Health Plan**

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Premium \$

Annual Deductible:

Employee \$

Family \$

Coverage ( ): \_\_\_\_\_

\_\_\_\_\_ Hospital Care (Inpatient \_\_\_\_\_ Out Patient \_\_\_\_\_)

\_\_\_\_\_ X-Ray & Laboratory

\_\_\_\_\_ Surgery

\_\_\_\_\_ Office Visits

\_\_\_\_\_ Pharmacy

\_\_\_\_\_ Maternity

\_\_\_\_\_ Mental Health/Chemical Dependency, Inpatient

\_\_\_\_\_ Mental Health/Chemical Dependency, Outpatient

**Dental Insurance**

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Premium \$

**Life Insurance**

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Premium \$

**Vacation**

Number of Days \_\_\_\_\_, And

Any Increase After \_\_\_\_\_ Years of Employment, Number of Days or Hours

**Sick leave**

Number of Days \_\_\_\_\_ Per Year, And

Any Increase or Accumulation, Number of Days or Hours

**Holidays**

Number of Days \_\_\_\_\_ Per Year

**Retirement** Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total \$

**CONTRACTOR'S BUDGET**

**OLDER REFUGEE DISCRETIONARY GRANT SERVICES  
BUDGET SHEET FOR REP SERVICE AREA # \_\_\_\_\_**

**CONTRACTOR’S EEO CERTIFICATION**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR’S CERTIFICATION**

**(circle one)**

- |   |     |    |
|---|-----|----|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | Yes | No |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | Yes | No |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | Yes | No |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date



Title 2 ADMINISTRATION  
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
 AND CONTRACTOR DEBARMENT

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- [2.202.010 Findings and declarations.](#)
- [2.202.020 Definitions.](#)
- [2.202.030 Determination of contractor non-responsibility.](#)
- [2.202.040 Debarment of contractors.](#)
- [2.202.050 Pre-emption.](#)
- [2.202.060 Severability.](#)

**2.202.010 Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A contractor includes a contractor, Subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, Subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.
- C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A contractor who has been determined by the County to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.
- E. "County" means the County of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

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H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 Determination of contractor non-responsibility.**

- A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of contractors.**

- A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the County.
- B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
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quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

- C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.
- E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
  - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
  - (3) Whether there is a pattern or prior history of wrongdoing.
  - (4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
  - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
  - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
  - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
  - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
  - (9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
  - (10) Whether the wrongdoing was pervasive within a contractor's organization.
  - (11) The positions held by the individuals involved in the wrongdoing.
  - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
  - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the County in a timely manner.
  - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

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 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
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- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

### **2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
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**2.202.060 Severability**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Contractor further agrees by submitting this contract that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Contract, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Contractor acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each Participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to Contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**1.0 CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Official Title

\_\_\_\_\_  
Official's Signature

**Assurance of Compliance with Civil Rights Resolution  
CONTRACTOR ASSURANCE OF COMPLIANCE  
OF CIVIL RIGHTS RESOLUTION AGREEMENT  
WITH THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Company" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure Participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

\_\_\_\_\_  
**Director's Signature (Contractor)**

\_\_\_\_\_  
**Date**

**Contractor's Address:**

\_\_\_\_\_  
\_\_\_\_\_

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW/REP PARTICIPANTS**

As a threshold requirement for consideration for Contract award, Contractors shall demonstrate a proven record of hiring GAIN/GROW/REP Participants or shall attest to a willingness to consider GAIN/GROW/REP Participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Contractors shall attest to a willingness to provide employed GAIN/GROW/REP Participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractors shall complete, sign and return this form with their proposal. Contractors who are unable to meet this requirement shall not be considered for Contract award.

Contractor shall complete all of the following information, sign where indicated, and return this form.

- 1. Contractor has a proven record of hiring GAIN/GROW/REP Participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO  
(Subject to verification by County)

- 2. Contractor is willing to consider GAIN/GROW/REP Participants for any future employment openings if the GAIN/GROW/REP Participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW/REP Participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW/REP Participants: \_\_\_\_\_

- 3. Contractor is willing to provide employed GAIN/GROW/REP Participants access to its employee mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (program not available)

**CONTRACTOR**

\_\_\_\_\_  
(Type or Print Name of Firm)

Signed By: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Type or Print Title: \_\_\_\_\_

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

### **BACKGROUND**

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purpose Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject,

**OR,**

- If subject, it is currently in compliance

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit D- 16).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

### **LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 125997. Implementing regulation are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulation, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purpose Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of signer (please type or print)

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_

Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**Jury Service Ordinance  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

(Page 1 of 3)

**2.203.010 Findings.**

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

**Jury Service Ordinance  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

(Page 2 of 3)

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**Jury Service Ordinance  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

(Page 3 of 3)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Contractors, whether a Contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation/Contract For <u>Refugee Employment Program</u> Services		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:

**Defaulted Property Tax Reduction Program  
Title 2 Administration  
Chapter 2.206**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S OBLIGATIONS AS A  
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE  
PORTABILITY AND ACCOUNTABILITY ACT OF 1996  
AND THE HEALTH CARE INFORMATION TECHNOLOGY  
FOR ECONOMIC AND CLINICAL HEALTH ACT  
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory edium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media.

Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, Subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from

the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

**2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

**2.5 Mitigation of Harmful Effect.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

**2.6 Breach Notification.** Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, in a manner that permits Covered Entity to comply with its obligations

under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity’s payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For

each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an

accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and Subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or Subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

**CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION**

**SERVICE AREA \_\_\_\_\_**

**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

By signing this certification form, this Contractor certifies that the office(s) listed above, are accessible within a travel time of one-hour (one way) via public transportation, to all Participants served within Service Area\_\_\_\_\_. Contractor further certifies that the one-hour travel time was verified through the Metropolitan Transportation Authority.

Name of Firm: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_

**ADMINISTRATION OF CONTRACT - COUNTY****CONTRACT NUMBER:** \_\_\_\_\_**COUNTY CONTRACT MANAGEMENT  
DIVISION CHIEF**

Name: TBD  
 Title: County Contract Director  
 Address: 12900 Crossroads Parkway S.  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-XXXX  
 Facsimile: 562-908-0590  
 E-Mail: [tbd@dpss.lacounty.gov](mailto:tbd@dpss.lacounty.gov)

**COUNTY CONTRACT SUPERVISOR**

Name: TBD  
 Title: Supervising Contract Administrator  
 Address: 12900 Crossroads Parkway S.  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-XXXX  
 Facsimile: 562-908-0590  
 E-Mail: [tbd@dpss.lacounty.gov](mailto:tbd@dpss.lacounty.gov)

**COUNTY CONTRACT MANAGEMENT  
DIRECTOR**

Name: TBD  
 Title: County Contract Manager  
 Address: 12900 Crossroads Parkway S.  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-XXXX  
 Facsimile: 562-908-0590  
 E-Mail: [tbd@dpss.lacounty.gov](mailto:tbd@dpss.lacounty.gov)

**COUNTY CONTRACT ADMINISTRATOR**

Name: TBD  
 Title: County Contract Administrator  
 Address: 12900 Crossroads Parkway S.  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-XXXX  
 Facsimile: 562-908-0590  
 E-Mail: [tbd@dpss.lacounty.gov](mailto:tbd@dpss.lacounty.gov)

**COUNTY CONTRACT PROGRAM MONITOR**

Name: TBD  
 Title: County Contract Program Monitor  
 Address: 12900 Crossroads Parkway S.  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-XXXX  
 Facsimile: 562-908-0590  
 E-Mail: [tbd@dpss.lacounty.gov](mailto:tbd@dpss.lacounty.gov)

**COUNTY CONTRACT PROGRAM MONITOR**

Name: TBD  
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 Address: 12900 Crossroads Parkway S.  
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 Telephone: 562-908-XXXX  
 Facsimile: 562-908-0590  
 E-Mail: [tbd@dpss.lacounty.gov](mailto:tbd@dpss.lacounty.gov)

**ADMINISTRATION OF CONTRACT - CONTRACTOR**

CONTRACTOR NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NEPOTISM POLICY STATEMENT OF UNDERSTANDING FORM**

Nepotism means favoritism shown to close relatives and closely related employees. Close relatives and closely related to employees include their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partners (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).

**ACKNOWLEDGEMENT**

I have read the Nepotism Policy as stated herein. I understand that it is my responsibility to be aware of possible conflicts of interest, and to immediately notify my supervisor (Manager/Director) of the facts in writing so that a determination can be made as to whether or not nepotism or the appearance of nepotism exists.

I understand that failure to comply with this Nepotism Policy may result in discharge.

With my signature affixed to this form, I acknowledge that I have been informed of the Nepotism Policy herein specified, and the consequences of failure to comply.

Employee Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_  
(Immediate Supervisor)

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Witness Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Check

- Original to employee's Office Personnel Folder( )
- Copy to employee ( )

**CONTRACTOR CASE MANAGERS AND JOB DEVELOPERS  
MINIMUM REQUIREMENTS AND COLLEGE DEGREE ACCEPTANCE**

Case Managers' minimum requirements are equivalent to the County's GAIN Services Workers.

**REQUIRED TRAINING AND EXPERIENCE:**

Case Managers and Job Developers must meet one of the following requirements, at the time of filing their job application with the Contractor as follows: 1) A four-year college degree\*; 2) An AA degree and two years of case management experience; 3) An AA\*\* degree and two years of employment counseling experience; **OR** 4) Two years of employment counseling experience in a GAIN environment.

Case Managers Supervisors: must meet one of the following requirements, at the time of filing their job application with the Contractor: 1) Two years employment counseling experience in the Los Angeles County GAIN Program, one year of which must have been as a GAIN Services Worker; **OR** an Associate's Degree\*\* and two years of experience as a GAIN Services Coordinator.

**COLLEGE DEGREE ACCEPTANCE:**

\* **All College Degree** required for Contract Managers, Case Managers and Job Developers must be obtained from an accredited college/institution. Accredited colleges/institutions are those listed in the publications or regional, national or international accrediting agencies which are accepted by the Los Angeles, Department of Human Resources, Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references. Also acceptable, if appropriate, are degrees that have been evaluated and deemed to be equivalent to degrees from United States accredited institutions by an academic credential evaluation agency recognized by the National Association of Credential Evaluation Services or Association of International Credential Evaluations, Inc. **No substitution of any College Degree or Required Verification.** In order for the County to honor submitted college degree or completion of a certificate program, a legible copy of the of the official diploma, official transcripts, or official letter from the accredited institution which shows the area of specialization, or official certificates **must be included with the job application at the time of its filing.**

\*\*Achievement of Junior class standing in an accredited four year college may be substituted for an AA degree provided other training or experience requirements are met.

**SAMPLE MONTHLY INVOICE  
REFUGEE EMPLOYMENT PROGRAM (REP)  
CASE MANAGEMENT ONGOING SERVICES  
INVOICE SERVICE AREA**

I. Current Billing Month and Year:		Invoice Date:	
Contractor's Social Security or Taxpayer No.:		Contract No.:	
Contractor's Name:		Telephone No.:	
Contractor's Address:		Flat Monthly Fee:	
II. Payment requested for Service Month of:			
III. REP participants served during the Service Month			
A. Number of active REP participants at the end of the service month reflected in GCAR.		=	
B. Number of active REP participants newly enrolled during the service month NOT reflected in the GCAR.		+	
C. Other: Number of active REP participants NOT reflected in the GCAR that belong to your Service Area, have been served in accordance with the contract, are assigned to an RCM, and are NOT listed in any other category in the invoice (Items A and B).		+	
D. Total number of REP participants served this month. (A+B+C)		=	
E. Invoice amount (Flat Monthly Fee)		=	
IV. Invoiced Amount Requested (E)			
A. Performance Penalty Deduction (if applicable)		-	
B. Amount Requested for Payment:		=	
		AMOUNT RSS	%
		AMOUNT TA	%
Percentage (apply only to III. J)	%	# of RSS participant:	# of TA participant:
A. Employment Services (ES)			
B. English Language Training (ELT)			
C. On-the-Job Training (OJT)			
D. Skills Training			
E. Case Management			
F. Other (Please list)			
TCVAP Participants		%	AMT. TCVAP
CONTRACTOR'S AUTHORIZING SIGNATURE		DATE	
COUNTY CONTRACT ADMINISTRATOR'S APPROVAL		DATE	

The County reserves the right to request any additional supporting documents from the Contractor to approve payments on as needed basis.

**SAMPLE MONTHLY INVOICE  
REFUGEE EMPLOYMENT PROGRAM (REP)  
OLDER REFUGEE DISCRETIONARY GRANT (ORDG)  
INVOICE SERVICE AREA \_\_\_\_\_**

I. Current Billing Month and Year:		Invoice Date:	
Contractor's Social Security or Taxpayer No.:		Contract No.:	
Contractor's Name:		Telephone No.:	
Contractor's Address:		Flat Monthly Fee:	
II. Payment requested for Service Month of:			
III. ORDG participants served during the Service Month (must provide ORDG services to the minimum number of senior participants)*			
A. Number of senior refugees provided with Senior Networking and/or ESL Civics services.		=	
B. Number of senior refugees provided with Citizenship application preparation and/or adjustment of alien status services.		+	
C. Total number of ORDG participants served this month. (A+B)		=	
D. Invoice amount (Flat Monthly Fee)			
IV. Invoiced Amount Requested (D)			
A. Performance Penalty Deduction (if applicable)		-	
B. Amount Requested for Payment:		=	
CONTRACTOR'S AUTHORIZING SIGNATURE		DATE	
COUNTY CONTRACT ADMINISTRATOR'S APPROVAL		DATE	
<p>* Note: Submittal of this invoice claim requires that a REP designated agency provides ORDG Senior Networking, ESL Civics and/or citizenship application preparation or adjustment of alien status services to the minimum monthly number of senior refugees, which is eight (8) participants for the first three (3) months of the contract and nine (9) participants through the end of the contract term.</p>			

**SAMPLE MONTHLY MANAGEMENT REPORT (REP)**

---

Contractor's Name

---

Report Month/Year

- A narrative of any concerns and/or changes in staff, sites, session scheduling, Participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two Participant success stories.
- Staffing updates (new/terminated staff) including the date of hire/termination.
- Monthly roster with employee name, title, file number (if applicable), phone number, email addresses, etc.
- A report of any critical incidents occurring in the month.
- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Requirement Standards.
- A list of all trainings provided by the Contractor in the month.
- A list of all trainings provided by the County in the month and names of employees who attended said training.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeal Hearing decision received and their resolution.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A monthly log of Language Line usage which should include, at minimum, Participant Name, Participant Case Number, the date of call to Language Line, Participant's requested language, and any comments.
- Additional information may be required at County discretion.

Completed by:

Name:	Title:	Phone No:	Date:
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**SAMPLE MONTHLY MANAGEMENT REPORT (ORDG)**

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Contractor's Name

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Report Month/Year

- Provide, if any, Senior Refugee Participant success stories. Attach any articles and/or newsletters highlighting Senior Refugee Participant(s).
- A list of major program activities and/or events and the number of participants involved.
- A list of speakers, activity or event coordinating partners, such as, the local Area Agency on Aging (AAA) or other mainstream provider of services to the elderly along with a contact person and telephone number; if none, provide efforts taken.
- A list of information dissemination activities carried out during the report month. Attach copies of any newspapers, newsletters, or articles considered relevant to program activities or used for program information or public relations purposes.
- A narrative of any problems experienced during the report month, if any. Include actual and/or anticipated slippage in task completion/ program implementation dates and any deviations from original program plan due to changes in staff, sites, session scheduling, Senior Refugee Participant scheduling (backlogs), or other contributing factor(s).
- A list of steps undertaken to address problems or recommendations for improvements as necessary.
- A list of Senior Refugee Participant complaints received by the Contractor in the month, including the resolution on the complaint.
- As requested by the County, a cumulative and unduplicated list of Senior Refugee Participants by service types, including Senior Networking, ESL and Civics instruction, assistance with citizenship applications, and/or adjustment of alien status.
- A monthly log of Language Line usage which should include, at minimum, Participant Name, Participant Case Number, the date of call to Language Line, Participant's requested language, and any comments.
- Additional information may be required at County discretion.

Completed by:

Name:	Title:	Phone No:	Date:
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County of Los Angeles

Department of Public Social Services

**COMPLAINT OF DISCRIMINATORY TREATMENT**

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS SECTION  
1380 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91744

CASE NAME: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> DISABILITY         | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> RELIGION           | <input type="checkbox"/> SEX                         |
| <input type="checkbox"/> MARITAL STATUS        | <input type="checkbox"/> AGE                | <input type="checkbox"/> COLOR                       |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP        |

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

\_\_\_\_\_  
\_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

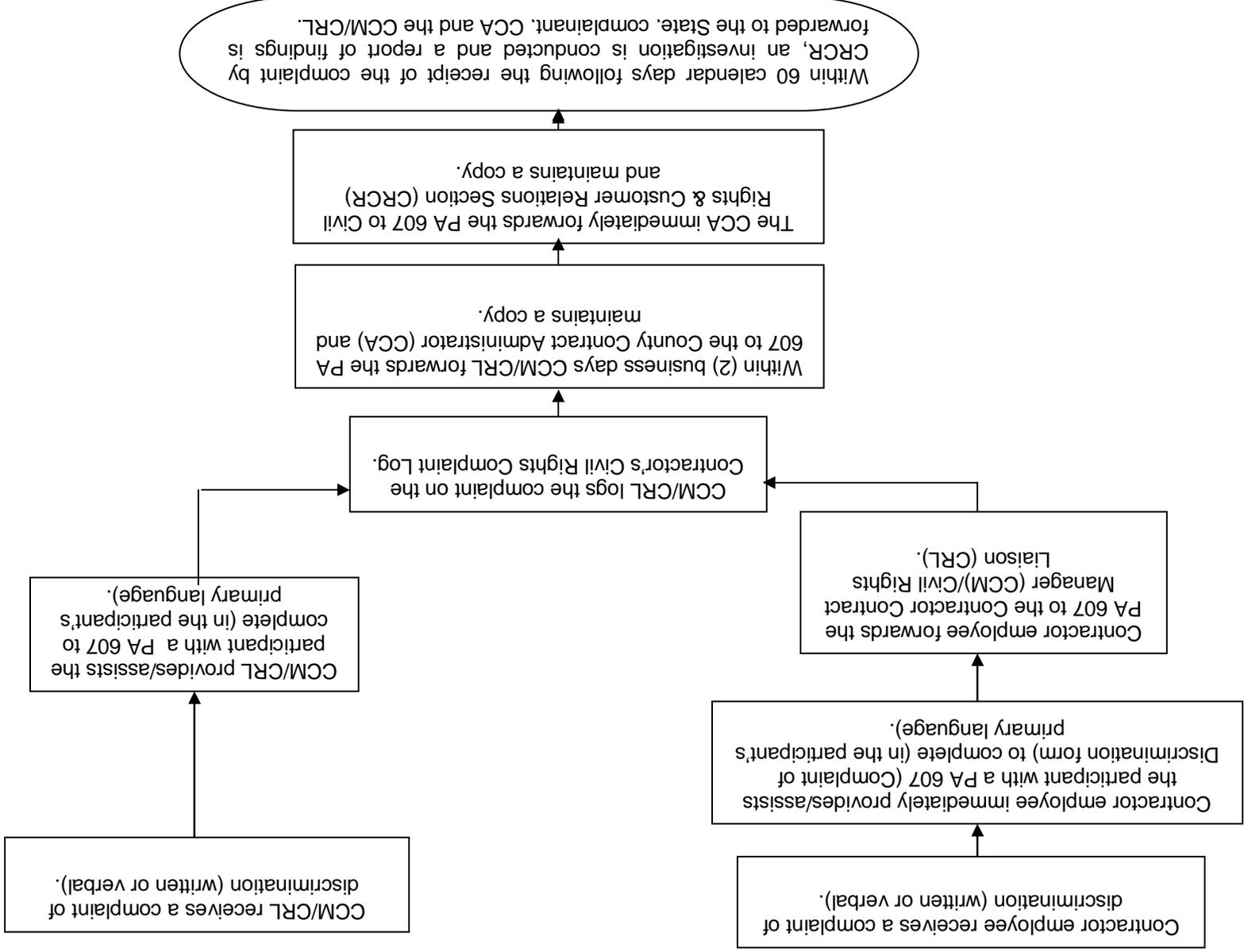
\_\_\_\_\_ **CONSENT GRANTED** – (By initiaing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

\_\_\_\_\_ **CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

\_\_\_\_\_  
(SIGNATURE) (DATE) ADDRESS: \_\_\_\_\_

PA - 667 (REVISED 06/11) TELEPHONE: \_\_\_\_\_

**CIVIL RIGHTS COMPLAINT FLOWCHART**





Department of the Treasury  
Internal Revenue Service

**Notice 2015**

Rev. December 2015

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you derived sufficient income tax. However, you do not have to notify any employee who earned exemption from withholding or from W-4, Employee Withholding Allowance Certificate.

**Note.** The IRS encourages to notify each employee whose wages for 2015 are less than \$10,000 but he or she may be eligible for the EIC.

**How and What Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form 1015, *Wage and Tax Statement* which has the required information about the EIC, on the back of Page 3;
- A substitute Form 1015 with the same EIC information on the back of the employee's copy that is on Page 3 of the IRS Form 1015;
- Notice 1015, *Wage and Tax Statement for Federal Tax on the Earned Income Credit (EIC)*;
- Your written statement with the same writing as Notice 1015.

If you are required to give Form 1015 and do so on or before its issue date is necessary if the Form 1015 has the required information about the EIC, on the back of the employee's copy. If a substitute Form 1015 is given or selected does not have the required information, you must

notify the employee within 1 month after the date the substitute Form 1015 is given. If Form 1015 is required but is not given on time, you must give the employee Notice 1015 or your written statement by the date Form 1015 is required to be given. If Form 1015 is not required, you must notify the employee by February 1, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirement by sending Notice 1015 to an employee unless you are sending it through other mail. However, you may need to give the notice to the address of employees of the EIC. You can get copies of the notice from the IRS or by calling 1-800-829-1040.

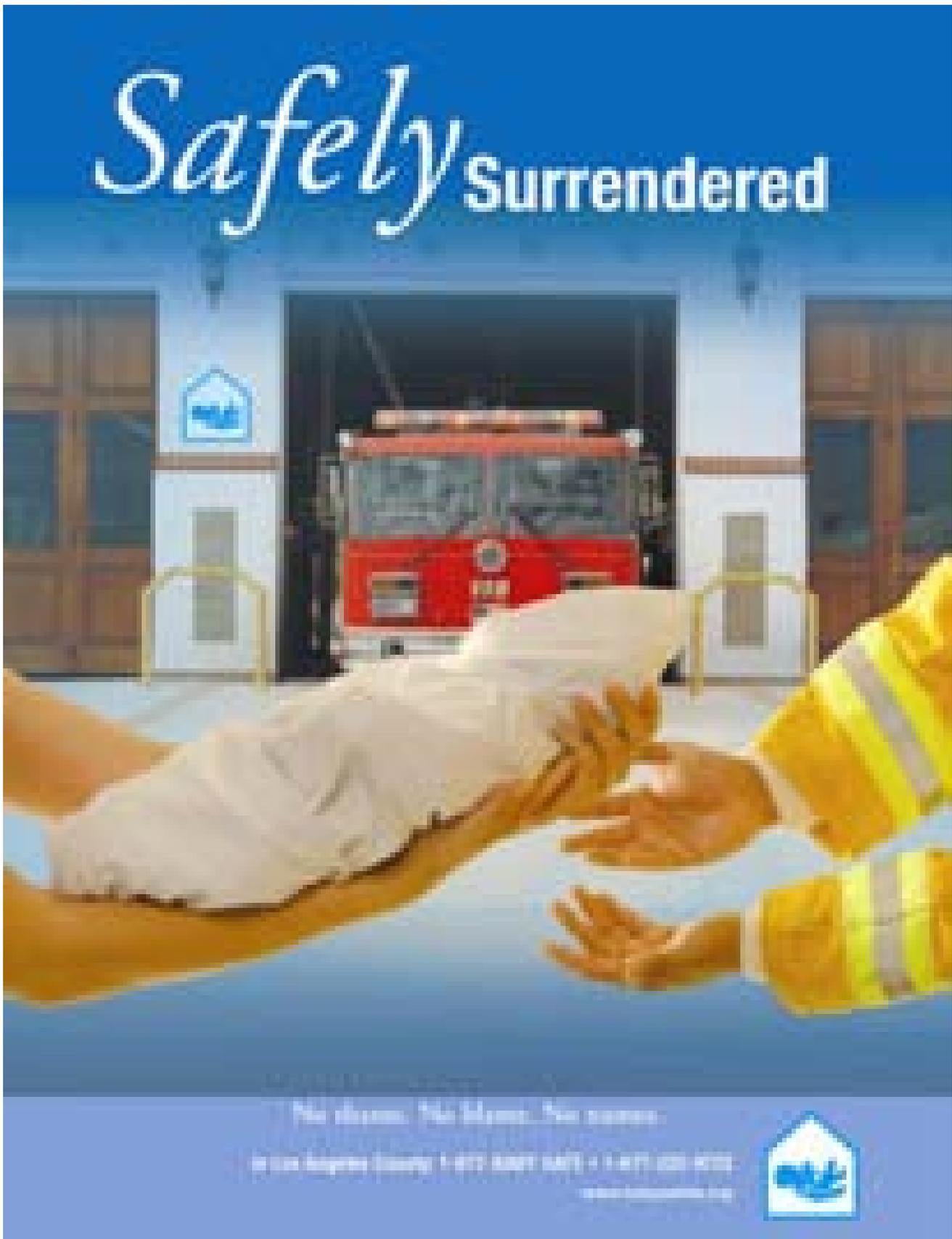
**How Will My Employees Know if They Can  
Claim the EIC?**

The basic requirement is covered in Notice 1015. For more detailed information, the employer must be sure that each earned income credit (EIC) is the individual is from 1983, 1984, or 1985.

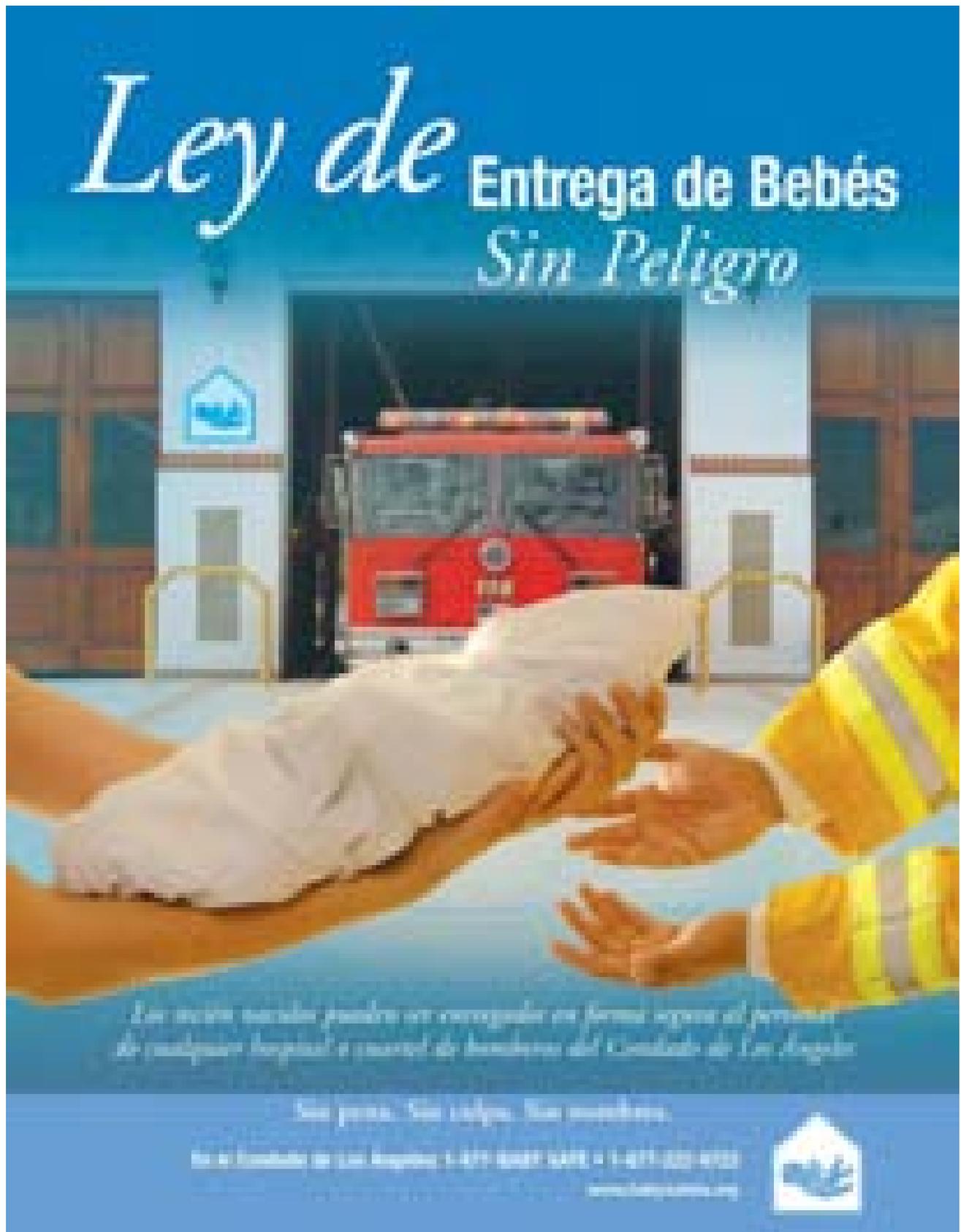
**How Can My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2015 tax return. These employees will know the earliest that they can or need to file tax returns the EIC and get a refund that they must file a tax return to do so. For example, if an employee has to file a return in 2016 and needs to be paid a refund for a credit of \$1000, he or she must file a 2015 tax return to get the \$1000 refund.

Notice 2015-105, 12/15/15  
Page 1 of 1 page









LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
REFUGEE SOCIAL SERVICES

Older Refugee Discretionary Program - Request for Services Form

Refugee Information

Date Requested: / /

Name (Last, First): \_\_\_\_\_

Status:  Refugee

Primary Language: \_\_\_\_\_

Asylee

Address: \_\_\_\_\_

Date of Entry: / /

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

I-94/ I-551 A#: \_\_\_\_\_

Date of Birth: / /

SS # (last 4 digits): xxx-xx-\_\_\_\_\_

SSI ID #: \_\_\_\_\_

RCA/Medi-Cal ID #: \_\_\_\_\_

Signature: \_\_\_\_\_

To the best of my knowledge I am not enrolled in another agency's ORDG program, if so list here: \_\_\_\_\_

Services Requested (office use only)

	Enrollment/Referral Date:	Start Date:	End Date:
<input type="checkbox"/> Adjustment of Status(I-485) or Referral	_____	_____	_____
<input type="checkbox"/> ESL Civics	_____	_____	_____
<input type="checkbox"/> Senior Networking	_____	_____	_____
<input type="checkbox"/> Transportation	_____	_____	_____

Refugee Employment Program Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

To the best of this Agency/RCM's knowledge, the participant is not enrolled in another ORDG program.

Email or Fax Request

Email To: [BlancaTolentino@dpss.lacounty.gov](mailto:BlancaTolentino@dpss.lacounty.gov)

CC: [MargaritaJimenez@dpss.lacounty.gov](mailto:MargaritaJimenez@dpss.lacounty.gov)

Fax: (562) 699-5385

<b>ORDG Senior Networking and ESL Civics Enrollment List</b>			
Agency Name: _____ / _____ / _____		Date Form Submitted to DPSS: _____	
Participant Name (Last, First)	Signature	SS # (Last 4 Digits)	Expected Start Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

\* The Form is Due on Monday of the Week Prior to the ORDG Services Start Week  
 (Please ensure that written information, specifically name and last 4 of SSN#, is legible; type if possible)

**ORDG SENIOR NETWORKING AND ESL CIVICS**

**Attendance Sheet**

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

No.	Participant Name	Participant Signature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			







**DEPARTMENT OF PUBLIC SOCIAL SERVICES  
REFUGEE EMPLOYMENT PROGRAM  
ANNUAL CONTRACT AMOUNT FOR FY 2013-14, 2014-15, AND 2015-16**

<b>REP CASE MANAGEMENT SERVICES</b>					
		<u>June 2013</u>	<u>FY 2013-2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>
<u>PROPOSER NAME</u>	<u>SERVICE AREA</u>				
Catholic Charities of Los Angeles	1	\$42,333	\$508,000	\$508,000	\$508,000
Community Enhancement Services	2	\$32,800	\$393,600	\$393,600	\$393,600
Episcopal Diocese of Los Angeles	3	\$37,667	\$452,000	\$452,000	\$452,000
Armenian Relief Society of Western USA	4	\$42,500	\$510,000	\$510,000	\$510,000
Jewish Vocational Services	5	\$39,440	\$473,280	\$473,280	\$473,280
<b>TOTAL ANNUAL AMT.</b>		<b>\$194,740</b>	<b>\$2,336,880</b>	<b>\$2,336,880</b>	<b>\$2,336,880</b>

<b>SENIOR NETWORKING SERVICES OLDER REFUGEE DISCRETIONARY GRANT (ORDG*) FUNDS</b>					
		<u>June 2013</u>	<u>FY 2013-2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>
<u>PROPOSER NAME</u>	<u>SERVICE AREA</u>				
Catholic Charities of Los Angeles	1	\$0	\$12,384	\$12,912	\$3,228
Community Enhancement Services	2	\$0	\$12,384	\$12,912	\$3,228
Episcopal Diocese of Los Angeles	3	\$0	\$12,384	\$12,912	\$3,228
Armenian Relief Society of Western USA	4	\$0	\$12,384	\$12,912	\$3,228
Jewish Vocational Services	5	\$0	\$12,384	\$12,912	\$3,228
<b>TOTAL ANNUAL AMT.</b>		<b>\$0</b>	<b>\$61,920</b>	<b>\$64,560</b>	<b>\$16,140</b>

<b>CONTRACT MAXIMUMS FOR 3 YEAR TERM</b>				
<u>PROPOSER NAME</u>	<u>SERVICE AREA</u>	<u>REP</u>	<u>ORDG</u>	<u>CONTRACT MAXIMUM</u>
Catholic Charities of Los Angeles	1	\$1,566,333	\$28,524	\$1,594,857
Community Enhancement Services	2	\$1,213,600	\$28,524	\$1,242,124
Episcopal Diocese of Los Angeles	3	\$1,393,667	\$28,524	\$1,422,191
Armenian Relief Society of Western USA	4	\$1,572,500	\$28,524	\$1,601,024
Jewish Vocational Services	5	\$1,459,280	\$28,524	\$1,487,804
		<b>\$7,205,380</b>	<b>\$142,620</b>	<b>\$7,348,000</b>

\* ORDG Services to begin July 2013